Napa County

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

Agenda - Final

Tuesday, May 19, 2026
9:00 AM

Board of Supervisors Chambers
1195 Third Street, Third Floor

Board of Supervisors

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

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

https://www.napacounty.gov/

GENERAL INFORMATION

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

PUBLIC COMMENT

The Board is here to listen to everyone who wishes to address them, but everyone has the responsibility to act in a civil manner. Please remember this meeting is being recorded and broadcast on live television. The County will not tolerate profanity, hate speech, abusive language, or threats. Also, while public input is appreciated, the Brown Act prohibits the Board from taking any action today on matters raised during public comment.

ON A MATTER ON THE AGENDA

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

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

Public comment is an opportunity for members of the public to speak on items that are not on the agenda but are within the subject matter jurisdiction of Napa County and its related districts and agencies. Public comment is generally limited to three minutes per speaker, subject to the discretion of the Chair. Comments should be brief and focused, and speakers should be respectful of one another who may have different opinions. Any comments on the closed session agenda shall be made during the time allotted for General Public Comment.

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

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

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

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

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

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

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

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

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

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

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

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PET OF THE WEEK

A. Presentation of the Pet of the Week. (No Fiscal Impact) **26-63**

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

A. Presentation of a Proclamation recognizing May 2026 as "CalFresh Awareness Month" in Napa County. (No Fiscal Impact) **26-901**

Attachments: Proclamation

B. Presentation of a Proclamation recognizing May 2026 as "Water Awareness Month" in Napa County. (No Fiscal Impact) **26-1038**

Attachments: Proclamation

5. CONSENT CALENDAR

Clerk of the Board

A. Approval of minutes from the May 5, 2026 regular meeting and May 12, 2026 special meeting. (No Fiscal Impact) **26-96**

Attachments: May 5, 2026
May 12, 2026

B. Approval of a Proclamation recognizing May 17-23, 2026 as "EMS Week" in Napa County. (No Fiscal Impact) **26-902**

Attachments: Proclamation

C. Appoint Milton Gaines to represent the General Public category to the Napa County Airport Land Use Commission with term of office commencing immediately and ending on May 6, 2030. (No Fiscal Impact) **26-1092**

Attachments: Gaines Application
Letter Of Recommendation

D. Appoint Elizabeth Goff to represent the City of American Canyon on the Napa County Library Commission with terms of office commencing immediately and ending on January 31, 2029. (No Fiscal Impact) **26-1097**

Attachments: Goff Application
Minute Order

E. Reappoint Greg Clark and Patricia Sullivan, both for a second term representing Consumer; and appoint Gladys V. Lopez representing Family Member of a Consumer to the Napa County Behavioral Health Board with terms of office commencing immediately and expire on January 1, 2029. (No Fiscal Impact) **26-1167**

Attachments: Clark Application
Sullivan Application
Lopez Application
Letter of Recommendation

Corrections

F. Approve and authorize Amendment No. 3 to Agreement No. 200191B with Status Electrical Corporation increasing the contract maximum amount from $100,000 for the life of the agreement to $100,000 per fiscal year to provide ongoing maintenance and support of the Napa County Department of Corrections' downtown jail security system. (Fiscal Impact: $100,000 Expense; General Fund; Budgeted; Discretionary) **26-1071**

Attachments: Agreement

County Counsel

G. Approve and authorize Amendment No. 2 to Agreement No. 220285B with Serviam by Wright, LLP for legal advice and litigation services related to code enforcement matters, extending the agreement for one year at the maximum annual payment of $80,000 for fiscal year 2026-2027 . (Fiscal Impact: $80,000 Expense; General Fund; Budgeted; Discretionary)
[4/5 vote required] **26-1117**

Attachments: Agreement

H. Adopt a Resolution changing the terms of the relocation incentive loan provided to Chief Executive Officer, Ryan Alsop, to be an unsecured loan and authorizing the Board Chair, or designee, to execute reconveyance documents, in a form acceptable to the County Counsel. (No Fiscal Impact) **26-1147**

Attachments: Resolution

County Executive Office

I. Approve and authorize allocation of Board of Supervisors' District 4 community grant funds to VOICES, ParentsCAN, Napa Valley Community Organizations Active in Disaster, and Puertas Abiertas to provide support and community benefit. (Fiscal Impact: $3,500 Expense; Budgeted; General Fund; Discretionary) **26-1155**

County Fire Department

J. Approve and authorize Amendment No. 3 to Agreement No. 230216B with H2O Partners, Inc., to extend the term to December 31, 2027, with no change in max compensation, in order to complete the application for the Hazard Mitigation Grant Program Application 2025 and document submission for the 2022 Hazard Mitigation Grant Program. (No Fiscal Impact) **26-1014**

Attachments: Agreement

Elections

K. Approve and authorize Agreement No. 270021B with DFM Associates for election support through June 30, 2033, for a total cost of $537,732. (Fiscal Impact: $537,732 Expense; General Fund; Budgeted; Mandatory) **26-1028**

Attachments: Agreement

Health and Human Services Agency

L. Approve and authorize Amendment No. 5 to Agreement No. 200270B with Davis Guest Home, Inc., to increase the contract maximum by $700,000 for a new contract maximum of $3,500,000 for Fiscal Year 2025-2026, and each subsequent renewal, to provide residential mental health services to clients referred by Health and Human Services Agency. (Fiscal Impact: $700,000 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) **26-1024**

Attachments: Agreement

M. Adopt a Resolution authorizing the Director of Napa County's Health and Human Services Agency to enter into the California Health and Human Services Data Exchange Framework for the Behavioral Health Division, and authorize the Director of Health and Human Services Agency to execute and submit the Single Data Sharing Agreement through the State's signing portal, with authority to add other divisions as they become ready to electronically exchange data through available platforms. (No Fiscal Impact; Mandatory) **26-1027**

Attachments: Resolution

Human Resources – Division of CEO's Office

N. Adopt a Resolution amending the Departmental Allocation List for the Health & Human Services Agency. (Fiscal Impact: $520; HHSA Fund; Budgeted; Discretionary) **26-1098**

Attachments: Resolution

Information Technology Services – Division of CEO's Office

O. Approve and authorize Amendments to the following Revenue Agreements to provide continued access to the County's Geographic Information System resources and services: Amendment No. 1 to Agreement No. 7975 with the City of St. Helena; Amendment No. 1 to Agreement No. 7976 with the City of American Canyon; Amendment No. 1 to Agreement No. 7977 with the City of Calistoga; and Amendment No. 1 to Agreement No. 8126 with the Town of Yountville. (Fiscal Impact: Revenue Varies, Information Technology Services; Budgeted; Discretionary) **26-861**

Attachments: St. Helena Agreement
American Canyon Agreement
Calistoga Agreement
Yountville Agreement

P. Authorize the purchase of a capital asset expanding Storage Area Network capacity to support the continued growth of Enterprise Content Management (ECM) data; and approve a Budget Amendment with appropriation authority for Information Technology Services department. (Fiscal Impact: $190,000 Expense; ITS Fund; Not Budgeted; Discretionary) **26-1041**
[4/5 vote required]

Planning, Building and Environmental Services (PBES)

Q. Adopt a Resolution authorizing the submission of an application to the Department of Resources Recycling and Recovery for a solid waste Local Enforcement Agency Grant and authorize the Director of Planning, Building, and Environmental Services to execute all necessary grant documents. (Fiscal Impact: $18,461 Revenue; General Fund; Budgeted; Discretionary) **26-1054**

Attachments: Resolution

Probation

R. Approve and authorize Agreement No. 270003B with Michael Frasier, doing business as Frasier Group Investigations, for a term through June 30, 2029 and a maximum compensation of $37,000 per fiscal year, to conduct pre-employment background investigations of prospective employees in the Probation Department. (Fiscal Impact: $37,000 Expense; General Fund; Budgeted; Mandatory) **26-1004**

Attachments: Agreement

S. Accept a grant from the California Department of Health Care Services in the amount of $300,000 to support the implementation of Enhanced Care Management and Community Supports services to correctional facilities. (Fiscal Impact: $300,000 Revenue; General Fund; Budgeted; Discretionary) **26-1056**

Public Works

T. Award a Construction Contract to Granite Construction Company of Ukiah, California in the amount of $5,545,775; approve and authorize Agreement No. 260352B with Mead & Hunt for Construction Management Services in the amount $602,292 with a term-end date of June 30, 2028; and approve associated Budget Amendment for the total project cost in the amount of $6,509,542 for the North General Aviation (GA) Ramp Reconstruction Project. (Fiscal impact: $6,509,542 Expense; Airport Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-1021**

Attachments: Agreement
Budget Summary

U. Approve and authorize seven professional services agreements for a five-year term for on-call Airport Consulting Services for projects associated with non-federal and Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funded projects with contract maximum of $1,000,000 each per fiscal year for Architectural/ Engineering and Planning/ Environmental and $600,000 each per fiscal year for Construction Management per fiscal year. (Fiscal Impact; $5,800,000 per year; Various Capital Improvement Project Budgets in Airport Fund; Budgeted; Discretionary) **26-1023**

Attachments: 260361B Coffman Associates
260362B Mead Hunt CM
260363B Mead Hunt A/E
260365B CS Engineers Inc.
260366B Alpha CM, Inc CM
260370B Brandley Engineering Inc. A/E
260371B Brandley Engineering Inc. CM

V. Adopt a Resolution approving the Fiscal Year 2026-2027 list of streets and roads projects and authorization to submit the list of projects to the California Transportation Commission, which will qualify Napa County to receive local streets and roads funding in accordance with the Road Repair and Accountability Act of 2017 (SB 1). (Fiscal Impact $4,407,399 Revenue (estimated); SB 1 Non-Operating Special Revenue Fund; Budgeted; Discretionary) **26-1029**

Attachments: Resolution

W. Award a Construction Contract to Good Life Construction, Inc. of North Highlands, CA, in the amount of $244,149 for the "Ag Building Rehab Project", PW 26-16; and approve a Budget Amendment. (Fiscal Impact $268,401 Expense; Ag Weights and Measures Special Revenue Fund and Roads Operations Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-1048**

Attachments: Ag Building Budget Summary
Roads Office Budget Summary

X. Award a Construction Contract to Argonaut Constructors, Inc., of Santa Rosa, California, in the amount of $1,488,614 for the "Upper Partrick Road Rehabilitation Project," RDS 24-37, including the base bid and Bid Alternate No. 1. (Fiscal Impact: $1,488,614; Roads Capital Improvement Project Fund; Budgeted; Discretionary) **26-1055**

Attachments: Budget Summary

Y. Accept final bequest distribution of $43,751 from the Ursula Haase Trust of 2008 for the Napa County Animal Shelter and Adoption Center and authorize the Chair to sign a letter of appreciation. (Fiscal Impact: $43,751 Revenue; Animal Shelter Fund; Not Budgeted; Discretionary) **26-1057**

Attachments: Thank you letter
Receipt

Z. Award a Construction Contract to Argonaut Constructors, Inc. of Santa Rosa, CA in the amount of $5,573,644 for the "Deer Park Region Paving, RDS 25-02"; and approve a Budget Amendment. (Fiscal Impact $7,197,055 Expense; Local Transportation Tax (T/U) Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-1070**

Attachments: Budget Summary

AA. Approve a Budget Amendment for the Mund Road Overlay Project. (Fiscal Impact: $150,000 Expense; Upper Valley Disposal Service Franchise Fee; Not Budgeted; Discretionary) [4/5 vote required] **26-1073**

AB. Reject all Bids and authorize the Director of Public Works to re-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 Sections 20150.9 and 20150.8, respectively, of the Public Contract Code for Mt. St. Helena Tower Replacement Project, PW 25-10. (No Fiscal Impact) **26-1090**

Recorder/County Clerk

AC. Approve and authorize Agreement No. 270022B with DFM Associates for recorder and county clerk support through June 30, 2033, for a total cost of $497,854. (Fiscal Impact: $ 497,854 Expense; General Fund; Budgeted; Mandatory) **26-1030**

Attachments: Agreement

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

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

9. ADMINISTRATIVE ITEMS

Agricultural Commissioner

A. Receive a presentation from Wes Maffei, Manager of the Napa County Mosquito Abatement District. (No Fiscal Impact) **26-999**

Clerk of the Board

B. Appoint one of the following applicants to the Napa County Wildlife Conservation Commission to represent the Youth member with terms of office to commence immediately and expire on February 1, 2028. (No Fiscal Impact) **26-1170**

Charles L. Caruso
Ava Marie D. Maharaj

Attachments: Caruso Application
Maharaj Application

County Executive Office

C. Adopt a Resolution in support of House Concurrent Resolution 46, authored by Congressman Mike Thompson (D-St. Helena). (No Fiscal Impact) **26-1064**

Attachments: Resolution
Exhibit B

Health and Human Services Agency

D. Receive a presentation from the Emergency Medical Care Committee/Emergency Medical Services Agency. (No Fiscal Impact) **26-1076**

10. PUBLIC HEARINGS

Human Resources – Division of CEO's Office

A. Receive a presentation on the status of Napa County vacancies, and recruitment and retention efforts for the 2025 calendar year. (No Fiscal Impact) (CONTINUED FROM MAY 5, 2026) **26-1114**

Napa Berryessa Resort Improvement District

B. Adopt a Resolution accepting the District Engineer's report and imposing the availability (standby) charges for Fiscal Year 2026-2027 of $10 per parcel per month for water service, and $10 per parcel per month for sewer service for the Napa Berryessa Resort Improvement District. (Fiscal Impact: $131,000 Revenue; Napa Berryessa Resort Improvement District Fund; Budgeted; Discretionary) **26-957**

Attachments: Resolution
Engineer's Report

11. CLOSED SESSION

A. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))
Name of Case: Tamara Anne Dreyer v. County of Napa Public Works, et al.; Napa Superior Court Case No. 25CV000100. **26-1111**

12. ADMINISTRATIVE ITEMS (continued)

Napa County Groundwater Sustainability Agency

A. SET TIME - 1:30 PM **26-1105**
Receive a presentation on the implementation of the Groundwater Sustainability Plan including the Annual Report for Water Year 2025, increased monitoring and outreach activities. (No Fiscal Impact)

13. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JUNE 2, 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, MAY 15, 2026 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-63

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)

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-901

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Proclamation recognizing May as "CalFresh Awareness Month" in Napa County

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RECOMMENDATION

Presentation of a Proclamation recognizing May 2026 as "CalFresh Awareness Month" in Napa County. (No Fiscal Impact)

CalFresh Awareness Month – May 2026

WHEREAS, each May, communities across California recognize CalFresh Awareness Month as an opportunity to highlight one of the state's most effective tools in the fight against hunger. This year's theme, "Still Reaching. Still Feeding," reflects Napa County's continued commitment to ensuring all residents have access to healthy, nutritious, and culturally appropriate food, recognizing that food security is fundamental to the health, dignity, and well-being of our community; and

WHEREAS, CalFresh, California's implementation of the Supplemental Nutrition Assistance Program, is a vital resource that helps reduce food insecurity and supports individuals and families in leading healthy, active lives; and

WHEREAS, in Napa County, CalFresh helps more than 10,000 residents in over 6,000 households access fresh and nutritious food for themselves, their families, children, and older adults; and

WHEREAS, Napa County's Health and Human Services Agency (HHSA), through its Self-Sufficiency Services division and in partnership with community organizations, works tirelessly to connect residents with the benefits and services they deserve through compassionate, client-centered outreach, eligibility support, and innovative programs such as HHSA's Be Well Mobile Services, helping ensure access to fresh, healthy, and culturally diverse nutrition throughout the community; and

WHEREAS, in 2025, more than $22 million in CalFresh benefits were issued in Napa County, supporting local families while strengthening neighborhood retailers, farmers markets, and the region's agricultural economy; and

WHEREAS, Napa County continued to see strong use of EBT food benefits at local farmers markets in 2025, with approximately $170,000 spent on food assistance and more than $87,000 in matched funds, representing a 14 percent increase over the prior year; and

WHEREAS, CalFresh provides more than food assistance by also supporting employment and training opportunities and expanding benefits during disasters and emergencies when community members are most vulnerable.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, does hereby recognize **May 2026** as **CalFresh Awareness Month** in Napa County and encourages all residents to learn about CalFresh, support enrollment efforts, and help ensure no one in Napa County goes without access to food and nutrition benefits.

Amber Manfree, Chair	**Liz Alessio, Vice Chair**

Joelle Gallagher, District 1	**Anne Cottrell, District 3**	**Belia Ramos, District 5**

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1038

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Proclamation recognizing May as “Water Awareness Month” in Napa County

RECOMMENDATION

Presentation of a Proclamation recognizing May 2026 as “Water Awareness Month” in Napa County. (No Fiscal Impact)

Water Awareness Month – May 2026

WHEREAS, **Water Awareness Month** was established during California's 1987–1992 drought to promote efficient water use and stewardship. Water is a natural resource essential to life, health, agriculture, the economy, and the environment, and the people of Napa County share a collective responsibility to conserve and protect water resources for current and future generations; and

WHEREAS, in 1991 the Napa County Board of Supervisors adopted Conservation Regulations to protect water quality, soils, waterways, and natural resources through erosion control standards, stream setbacks, limits on development on steep slopes, and requirements promoting vegetation retention and watershed protection while supporting continued agricultural use; and

WHEREAS, in 2019 the Board of Supervisors adopted the Water Quality and Tree Protection Ordinance (Chapter 18.108 of Napa County Code) to strengthen protections for tree canopy, watersheds, wetlands, streams, and drinking water supplies; promote fire and forest management; and support resilient land use and sustainable agriculture under defined environmental standards; and

WHEREAS, the Board of Supervisors established the Napa County Groundwater Sustainability Agency in 2019 and successfully developed and received state approval for the Napa Valley Subbasin Groundwater Sustainability Plan in January 2023, providing a science-based roadmap for sustainable groundwater management. The Board also adopted Resolution 2022-178 affirming the Human Right to Water Policy on December 6, 2022, including the Protection of Public Health, The Environment Consistent with Public Trust Principles, and All Beneficial Uses, to Ensure Prudent Water Resource Management and Efficient Use, for the Benefit of Present and Future Generations. Napa County wishes to promote awareness, conservation, and responsible water stewardship throughout the county as an ongoing means of assuring that we can all enjoy the benefits of our limited water resources; and

WHEREAS, the Napa County Flood Control and Water Conservation District (Flood District) spearheads and maintains restoration projects in the Napa River Watershed. The Countywide Watershed Management Program, which supports the creation and maintenance of a healthy environment around streams and the Napa River, protects homes and businesses from flooding and erosion related issues. The Flood District also administers municipal water supplies from the State Water Project for the City of Napa, American Canyon, and Calistoga. The Flood District also provides leadership, funding, and collaboration between Napa County and its cities and town promoting effective compliance with the Municipal Stormwater Permit program.

NOW, THEREFORE, BE IT PROCLAIMED, that the Napa County Board of Supervisors, State of California, hereby recognizes May 2026 as **Water Awareness Month** in Napa County and urges all residents, businesses, industries, institutions, and public agencies to conserve and protect water resources through responsible and efficient water use.

Amber Manfree, Chair

Liz Alessio, Vice Chair

Joelle Gallagher, District 1

Anne Cottrell, District 3

Belia Ramos, District 5

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-96

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 May 5, 2026 regular meeting and May 12, 2026 special meeting. (No Fiscal Impact)

Meeting Minutes

Napa County Board of Supervisors

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

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

https://www.napacounty.gov/

Tuesday, May 5, 2026 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Napa County Sheriff Honor Guard presented the colors.

   Napa County Sheriff Oscar Ortiz led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) 26-62

   Animal Shelter Manager Megan Scoullar presented the Pet of the Week (Rodney).

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

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

A. Presentation of a Proclamation recognizing May 10-16, 2026 as "Police Week" - and May 15, 2026 as "Peace Officer Memorial Day" in Napa County. (No Fiscal Impact) **26-960**

Chair Amber Manfree presented the proclamation.

Napa County Sheriff Oscar Ortiz received the proclamation and made presentation.

B. Presentation of a Proclamation recognizing May 2026 as "Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month" in Napa County. (No Fiscal Impact) **26-1036**

Supervisor Belia Ramos presented the proclamation.

NVUSD Staff Member Jennifer Ferrer received the proclamation and made presentation.

American Canyon Middle School Students Alejo Quiroz and Ranielle Magcauas made presentation.

American Canyon High School Students Szavel Cosme and Devyn Ernst made presentation.

C. Presentation of a Proclamation recognizing May 8, 2026, as "Provider Appreciation Day" in Napa County (No Fiscal Impact) **26-1078**

Vice-Chair Liz Alessio presented the proclamation.

Executive Director of Community Resources for Children Erica Lubensky received the proclamation and made presentation.

Two (2) people provided comments.

5. CONSENT CALENDAR

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

Agricultural Commissioner

A. Adopt a Resolution accepting the FY26-27 Engineer's Report for the Napa County Winegrape Pest & Disease Control District, set a public hearing with respect to notice requirements for the proposed assessment, and designate County staff to answer any questions pertaining to the proposed assessment. (Fiscal Impact: $552,468 Revenue; Pest District Fund; Budgeted; Mandatory) **26-1003**

Enactment No: **R-2026-38**

Clerk of the Board

B. Approval of minutes from the April 28, 2026 regular meeting. (No Fiscal Impact) **26-95**

C. Approve the following proclamations: Older Americans Month; Mental Health Awareness Month; and Napa Valley 2026 Grower of the Year (No Fiscal Impact). **26-1044**

Corrections

D. Approve and authorize Agreement No. 260343B with Serrano Advisors, LLC to provide consulting services related to implementing the California Advising and Innovating Medi-Cal program. (Fiscal Impact: $250,000 Expense; General Fund; Budgeted; Discretionary) **26-959**

Enactment No: **A-260343B**

E. Approve and authorize Amendment No. 1 to Agreement No. 7780 with Trinity Services I, LLC to amend the Agreement to add clauses required by the California State Public Works Board associated with the revenue bonds for the Napa County Detention and Rehabilitation Center. (No Fiscal Impact, Discretionary) **26-1022**

Enactment No: **A-7780B Amend. 1**

County Counsel

F. Approve and authorize Amendment No. 6 to Agreement No. 160133B with the law firm of Hanson Bridgett LLP extending the term of the agreement to expire on June 30, 2031. (Fiscal Impact: Nominal; Discretionary) **26-867**
[4/5 vote required]

Enactment No: **A-160133B Amend. 6**

County Executive Office

G. Adopt a Resolution creating Section 31F within the County of Napa Policy Manual, for Payment Card Industry information governance, and appointing the Treasurer-Tax Collector as the officer responsible for maintaining the security of payment card industry information received by the County. (No Fiscal Impact; Discretionary) **26-1020**

Enactment No: **R-2026-39**

H. Approve and authorize allocation of Board of Supervisors' funds for a community engagement event in Supervisorial District 4 on Saturday, May 16, 2026. (Fiscal Impact: $1,100 Expense; Budgeted; General Fund; Discretionary) **26-1053**

I. Approve and authorize allocation of Board of Supervisors' District 4 community grant funds to Arts Council Napa Valley's Visual and Performing Arts Student of the Year Celebration to provide support and community benefit. (Fiscal Impact: $1,000 Expense; Budgeted; General Fund; Discretionary) **26-1085**

County Fire Department

J. Declare certain items of personal property as surplus and no longer required for public use and approve and authorize the Purchasing Agent to dispose of these items. (No Fiscal Impact) **26-336**

Human Resources – Division of CEO's Office

K. Adopt a Resolution amending the Departmental Allocation List for the Child Support Services Department. (Fiscal Impact: $600 Expense; Child Support Services Fund; Budgeted; Discretionary) **26-1005**

Enactment No: **R-2026-40**

L. Adopt a Resolution amending the Departmental Allocation List for the Office of County Counsel. (Fiscal Impact: $2,900 Expense; General Fund; Budgeted; Discretionary) **26-1067**

Enactment No: **R-2026-41**

Napa County Housing Authority

M. Adopt a Resolution regarding the assessments for County Service Area No. 4 to accept the Engineer's Report; set a public hearing for June 2, 2026; direct the Clerk of the Board to comply with applicable notice requirements; and designate Alex Carrasco of the Department of Housing & Community Services as the person to answer questions. (Fiscal Impact: $644,554 Revenue, County Service Area No. 4 Fund, Budgeted, Discretionary) **26-932**

Enactment No: **R-2026-42**

Public Works

N. Approve and authorize the extension of Lease Agreement 230192B with the California Department of Veterans Affairs for the term of July 1, 2026, through June 30, 2030, by exercising the second and final option to extend the existing land use lease for an additional four-year period between Napa County and the State of California. (No Fiscal Impact; Discretionary) **26-216**

Enactment No: **A- 230192B**

O. Approve and authorize Agreement No. 260331B with the State of California Department of Transportation for the term July 1, 2025 through June 30, 2026, providing revenue in the amount of $337,648 to the County Roads Fund per the Federal Apportionment Exchange and State Match Program for general transportation purposes. (Fiscal Impact: $337,648 Revenue; Roads Fund; Budgeted; Discretionary) **26-431**

Enactment No: **A-260331B**

P. Adopt a Resolution to accept Preliminary Engineer's Report; approve the service plan; and schedule the public hearing for June 16, 2026, at 9:00 a.m. to levy assessments of $150,811 to fund services in County Service Area No. 3 for Fiscal Year 2026-27. (Fiscal Impact: $150,811 Revenue; County Service Area No. 3; Budgeted; Discretionary) **26-878**

Enactment No: **R-2026-43**

Q. Approve and authorize Amendment No. 2 to Agreement No. 190001B with Biggs Cardosa Associates, Inc. (BCA) increasing the contract maximum from $1,108,317 to $1,148,610, to provide additional environmental documentation and cultural resource studies required for the Greenwood Avenue Bridge over Garnett Creek Rehabilitation Project, Bridge No. 21C-0042; and approve a Budget Amendment for the contract amendment and staff cost. (Fiscal Impact: $75,000 Expense; Roads Fund; Not Budgeted; Discretionary) **26-926**
[4/5 vote required]

Enactment No: **A-190001B Amend. 2**

R. Adopt a Resolution amending the County's Policy Manual Part III, Fees, Part 30 Airport, effective July 1, 2026, increasing hangar and storage room fees by 1.9% and making other minor changes related to miscellaneous fees. (Fiscal impact: $14,930 Revenue; Airport Fund; Budgeted; Discretionary) **26-975**

Enactment No: **R-2026-44**

S. Approve and authorize Amendment No. 7 to Agreement No. 240200B with Kimley-Horn and increase the maximum compensation from $4,180,629 to $4,834,092 to provide consultant services to provide an Extended Phase I Plan, Fieldwork, and Report for the Napa Valley Vine Trail segment from Yountville through St. Helena and approve a Budget Amendment for additional federal grant funding. (Fiscal Impact: $850,000 Expense; Not Budgeted; State - Other Funding; Discretionary) [4/5 vote required] **26-986**

Enactment No: A-240200B Amend. 7

T. Award a $3,293,900 construction contract to Lawson Mechanical Contractors, LLC and approve a Budget Amendment in the amount of $4,450,180 for South Campus Building 4 HVAC Upgrades project rebid. (Fiscal Impact: $4,450,180 Expense; Capital Improvement Project Fund; Budget Reallocation; Discretionary) [4/5 vote required] **26-987**

U. Approve and authorize Agreement No. 260345B with Napa County Office of Education to allow Napa County Public Works' Fleet Division to perform on-call vehicle maintenance and minor repair services for a 5-year period that may be extended for an additional 5-years with maximum compensation of $5,000 per fiscal year. (Fiscal Impact: $5,000 Revenue; Fleet Operations Division; Budgeted; Discretionary) **26-995**

Enactment No: A-260345B

Sheriff

V. Approve and authorize Amendment No. 2 of Agreement No. 220022B with CJ's Police K-9's for canine (K-9) and K-9 handler-related services. (Fiscal Impact: $90,000 Expense; General Fund; Budgeted; Discretionary) **26-836**

Correction Memorandum provided.

Enactment No: A-220022B Amend. 2

W. Approve and authorize the transfer of three capital asset Off Highway Vehicles (OHV) to San Joaquin County Sheriff's Office. (No Fiscal Impact; Discretionary) **26-993**

6. PUBLIC COMMENT

One (1) person spoke during public comment.

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

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

Supervisor Joelle Gallagher:

4/29 Bay Area Air Quality Management District (BAAQMD) Meeting.

Board members made the following referrals to staff:

Supervisors Liz Alessio and Belia Ramos discussed a previous referral to staff to review the issues raised in the letter presented by the four industry groups which include issues raised by the industry groups about the land use appeal process and the scope of the zoning administrator and to schedule a future Board study session.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

None

9. ADMINISTRATIVE ITEMS

County Fire Department

A. Receive a presentation on Wildfire Preparedness from the Napa County Fire Department and a report from the County Coordinator on Fire Safe Councils. (No Fiscal Impact) **26-162**

Napa County Fire Chief Matt Ryan made presentation

Napa County Deputy Fire Marshal Eric Hernandez made presentation.

Fire Administrator J.R. Rogers made presentation

Napa Firewise Director of Wildlife Preparedness Laurie Klip made presentation.

One (1) person spoke during public comment.

Discussion held.

Direction provided to staff.

County Executive Office

B. Approve and authorize Agreement Nos. 260377B, 260378B, and 260379B, related to the proposed annexation by the City of American Canyon of the Paoli-Watson Affected Territory and Hess-Laird Affected Territory that would effectively extend the City's border north to a portion of South Kelly Rd: (1) An Urban Limit Line and Regional Housing Needs Allocation Agreement with the City of American Canyon; (2) a Tax Sharing Agreement with the City of American Canyon and the American Canyon Fire Protection District for the Hess-Laird Affected Territory; and a Tax Sharing Agreement with the City of American Canyon for the Paoli-Watson Lane Affected Territory. (No Fiscal Impact.) **26-1083**

Legislative/Policy Analyst Andrew Mize made presentation.

Two (2) people spoke during public comment.

Discussion held.

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

10. PUBLIC HEARINGS

Human Resources – Division of CEO's Office

A. Receive a presentation on the status of Napa County vacancies, and recruitment and retention efforts for the 2025 calendar year. (No Fiscal Impact) **26-903**

Motion Text: Approve the Request for Continuance to May 19, 2026.
Voting Yes: Alessio, Ramos, Gallagher, and Manfree
Voting No: None
Excused: Cottrell
Recusals: None
Result: Passed

11. ADMINISTRATIVE ITEMS (continued)

Public Works

A. Receive a status update on each of the Napa County controlled resorts; and approve Agreement No. 8708 with Wild Haven LLC to conduct environmental studies, site investigations, prepare environmental documents, and enter into negotiations for a long-term agreement for development and operations of resort concessions at the Spanish Flat Resort area. (No Fiscal Impact, Discretionary) **26-347**

Director of Public Works Steven Lederer made presentation.

Lake Berryessa Concessions Manager Leigh Sears made presentation.

Four (4) people spoke during public comment.

Motion Text:	**Approve the requested actions as amended.**
Voting Yes:	**Alessio, Ramos, Gallagher, and Manfree**
Voting No:	**None**
Excused:	**Cottrell**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**A-8708**

12. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS **26-1072**
(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 provided to staff. No reportable action.

B. Silverado Community Services District **26-1094**
Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))
Name of Case: Bojuana Wilcosky v. County of Napa Public Works, et. all; Napa Superior Court Case No. 24CV001696.

Closed Session held. Direction provided to staff. No reportable action.

13. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, MAY 19, 2026 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Meeting Minutes

Napa County Board of Supervisors

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

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

https://www.napacounty.gov/

Tuesday, May 12, 2026 **10:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

SPECIAL MEETING

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

   Chair Amber Manfree led the assembly in the Pledge of Allegiance.

3. CONSENT CALENDAR

County Executive Office

A. Adopt the following two resolutions pursuant to California Revenue and Tax Code, Sec. 99, subdivision (b)(6) for presentation to the Local Agency Formation Commission of Napa County in connection with proposed annexations: (1) a resolution regarding adjustments in the allocation of property taxes associated with the proposed annexation of the Paoli-Waston Lane Affected Territory to the City of American Canyon; and (2) a resolution regarding adjustments in the allocation of property taxes associated with the proposed annexation of the Hess-Laird Affected Territories to the City of American Canyon and the American Canyon Fire Protection District. (No Fiscal Impact; Discretionary.) **26-1116**

Motion Text: **Adopt the Resolutions.**
Voting Yes: **Ramos, Alessio, Cottrell, Gallagher, and Manfree**
Voting No: **None**
Recusals: **None**
Result: **Passed**
Enactment No: **R-2026-45; R-2026-46**

4. PUBLIC COMMENT

None

5. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

None

6. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, MAY 19, 2026 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-902

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Approval of Proclamation for EMS Week May 17-23, 2026

RECOMMENDATION

Approval of a Proclamation recognizing May 17-23, 2026 as "EMS Week" in Napa County. (No Fiscal Impact)

BACKGROUND

Pursuant to the Board's policy on proclamations, staff have prepared this proclamation to recognize EMS Week (May 17-23, 2026).

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.

Emergency Medical Services Week – May 17-23, 2026

WHEREAS, the theme for **Emergency Medical Services Week 2026** is "Improving Outcomes, Together," recognizing the vital collaboration among emergency medical professionals, healthcare providers, public safety partners, and the communities they serve; and

WHEREAS, Napa County's emergency medical services system is made up of first responders, emergency medical technicians, paramedics, dispatchers, firefighters, law enforcement personnel, nurses, physicians, hospital staff, and many other dedicated professionals who work collaboratively to provide lifesaving care, emergency response, patient transport, and critical medical support 24 hours a day, seven days a week, ensuring residents and visitors receive timely and compassionate care during times of crisis; and

WHEREAS, access to quality emergency care significantly improves survival and recovery outcomes for those experiencing sudden illness or injury, while emergency medical services also help fill critical healthcare gaps through preventative care, follow-up services, and telemedicine; and

WHEREAS, EMS professionals, both career and volunteer, dedicate thousands of hours to specialized training and continuing education to ensure the highest level of care for Napa County residents and visitors; and

WHEREAS, emergency Medical Services Week provides an opportunity to recognize and thank the dedicated individuals whose skill, compassion, and service help keep our communities healthy, safe, and strong; now, therefore, be it; and

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 19th day of May 2026, does hereby recognize the week of **May 17 through May 23, 2026** as **Emergency Medical Services Week** in Napa County. We call upon all residents to honor the contributions and commitment of EMS professionals throughout our community.

Amber Manfree, Chair

Liz Alessio, Vice Chair

Joelle Gallagher, District 1

Anne Cottrell, District 3

Belia Ramos, District 5

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Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1092

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Appointment to the Napa County Airport Land Use Commission

RECOMMENDATION

Appoint Milton Gaines to represent the General Public category to the Napa County Airport Land Use Commission with term of office commencing immediately and ending on May 6, 2030. (No Fiscal Impact)

BACKGROUND

There is currently one opening on the Napa County Airport Land Use Commission due to resignation. The County Executive Office advertised the opening and received one application from Milton Gaines.

Pursuant to the provisions of Section 21670.1 of the Public Utilities Code of the State of California, the Napa County Planning Commission is the designated body to assume and accomplish the planning responsibilities of an Airport Land Use Commission effective March 25, 1975. Resolution No. 75-51 of the Board of Supervisors of the County of Napa amends to conform to California Public Utilities Code Section 21670.1, as amended by Chapter 1018, Section 2, of the statutes of 1987, regarding the composition of an appropriately designated body when functioning as the Airport Land Use Commission as follows:

"Whenever there is a change in membership in either the Napa County Planning Commission or the Airport Land Use Commission (ALUC), the Board of Supervisors of the County of Napa shall determine how many members of the Planning Commission have "expertise in aviation," defined in California Public Utilities Code Section 21670(e) as "a person who, by way of education, training, business, experience, vocation, or avocation has acquired and possesses particular knowledge of, and familiarity with, the function, operation and role of airports, or is an elected official of a local agency which owns or operates an airport."

The Board must augment the Napa County Planning Commission when it meets as the ALUC by appointing additional members with aviation experience as referenced in Section 21670.1. Section 21670.1 of the Public Utilities Code requires at least two (2) members of the ALUC have an expertise in aviation. A person is considered to have "expertise in aviation" if he/she, by way of education, training, business, experience, vocation, or avocation has acquired and possesses particular knowledge of, and familiarity with, the function,

operation, and role of airports, or is an elected official of a local agency which owns or operates an airport. If such expertise does not exist among the regular members or an existing body designated to serve as the ALUC under subsection (b) of Section 21670.1 of the Public Utilities Code, that body must be augmented for ALUC purposes only with additional members until the necessary number of persons with aviation expertise has been achieved. Under no circumstances may a person appointed to augment the Planning Commission, pursuant to California Public Utilities Code Section 21670 et seq., serve as a Planning Commissioner.

Napa County Airport Land Use Commission Staff recommends the appointment of Milton Gaines to Napa County Airport Land Use Commission. (Recommendation letter attached)

Requested Action:

Appoint Milton Gaines to Napa County Airport Land Use 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.

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Airport Land Use Commission: Submitted

Category of Membership for Which You Are Applying

General Public

Profile

Milton (First Name) | J (Middle Initial) | Gaines (Last Name)

Email Address

Home Address | Suite or Apt

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

Which supervisorial district do you reside in? *

- [x] District 4

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

Primary Phone

Winfield Int'l - retired	Co-Owner	Manufacturing - Real Estate: San Francisco
Employer	Job Title	Occupation

Education/Experience

BS - Yale University 1956 MBA - Stanford University 1962 Lt. - USN Naval Aviator, A4D-2, Carrier Light Jet Attack Developer/Owner SF Apartment Buildings

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

Elsa Vare - retired

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

Melissa G. Hagfeldt - BofA, Managing Director/Vice-Chairman -Capital Markets:
Elsa Vare - (wife) retired, former Board Cha ra House Jerry Overaa, Owner,/Board Chair, Overaa Construction, Richmond,CA

Community Participation

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

Background in Aviation and Real Estate: Witness to aircraft incidents near Moffett Field, Mt. View, CA involving nearby dwellings - fatalities to both home owners and pilots. Wishing to assure safety as Napa Airport traffic grows in future years.

Nature of activity and community location

Only an eight year resident of Napa. Previously lived in Orinda, CA since 1971. (My age and hearing loss in noisy environments may be a detriment to what you are looking for - and I fully understand. But I am in excellent health, so far, and finally have time to devote to volunteer functions.)

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

None

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Milton J. Gaines

Date

4/13/26

Planning, Building & Environmental Services

1195 Third Street, Suite 210
Napa, CA 94559
www.napacounty.gov
Main: (707) 253-4417

Brian D. Bordona
Director

Memo

April 28, 2026

To: Napa County Board of Supervisors
From: Napa County Airport Land Use Commission Staff
Subject: Airport Land Use Commission Vacancies

Since January 22, 2026, one of the two aviation expert Commission positions on the Airport Land Use Commission (ALUC) has been vacant. In April 2026 an application was received from Milton Gaines to fill the vacant position. Napa County ALUC Staff, Executive Officer Dana Morrison and Staff Liaison Wendy Atkins, have reviewed the application and received confirmation from the Deputy Clerk of the Board that there is no conflict of interest with Mr. Gaines' application.

Mr. Gaines was a USN Naval Aviator and flew a Douglas A-4 Skyhawk carrier and Ling-Temco-Vought (LVT) during the Vietnam War. He qualifies as a person having an "expertise in aviation". A person considered having an "expertise in aviation" is defined under Public Utility Code Section 21670 9b as meaning "a person who, by way of education, training, business, experience, vocation, or avocation has acquired and possesses particular knowledge of, and familiarity with, the function, operation, and role of airports, or is an elected official of a local agency which owns or operates an airport".

Based on Mr. Gaines' aviation experience and qualifications, ALUC staff recommend Mr. Milton Ganies for the appointment to the Napa County Airport Land Use Commission by the Napa County Board of Supervisors.

Regards,

Dana Morrison
ALUC Executive Officer

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1097

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Appointment to the Napa County Library Commission

RECOMMENDATION

Appoint Elizabeth Goff to represent the City of American Canyon on the Napa County Library Commission with terms of office commencing immediately and ending on January 31, 2029. (No Fiscal Impact)

BACKGROUND

There is currently one opening on the Napa County Library Commission due to one expired term. The previous incumbent Aisha Nasir did not seek reappointment. This created one vacancy for the City of American Canyon. The County Executive Office advertised the vacancy and received one application from Elizabeth Goff.

The Napa County Library Commission functions as an advisory commission to the Napa County Board of Supervisors on matters pertaining to the Library. The Commission consists of eight (8) members; three (3) to be appointed by the County Board of Supervisors, two (2) appointed by the Napa City Council, one (1) appointed by the American Canyon City Council, one (1) appointed by the Calistoga City Council, and one (1) appointed by the Yountville Town Council. A member whose appointment has expired may continue to serve until a new appointment is made by the appropriate authority.

On April 7, 2026, the City of American Canyon City Council met at a regular meeting and approved the appointment of Elizabeth Goff to fil the position for the City of American Canyon Representative. (Minute Order attached)

REQUESTED ACTION:

Appoint Elizabeth Goff to represent the City of American Canyon to the Napa County Library 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.

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 Library Commission: Submitted

Category of Membership for Which You Are Applying

City of American Canyon Representative

Profile

Elizabeth (First Name) | (Middle Initial) | Goff (Last Name)

Email Address

Home Address | Suite or Apt

American Canyon (City) | CA (State) | 94503 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 5

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

Primary Phone

NVUSD- Retired	English Teacher- Retired	Retired Teacher
Employer	Job Title	Occupation

Education/Experience

BA in English; CA Secondary Teaching Credential - English; and Prof Dev in Writing & Reading Education

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

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

Community Participation

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

As an active and committed member of American Canyon, I would make a valuable contribution to this Commission while representing my community. Our library is a critical part of our city and county, and I would assist in making the most out of the resources available. Additionally, I would look for ways to expand our library's impact, making literacy an attainable skill for all citizens. Thank you for your consideration.

Nature of activity and community location

Advisor AC Chamber of Commerce Board - 6 years; NVC Board of Trustees - 4 years; KHOPE Board - 6 years; Citizen's Academy Graduate; AC Chamber Foundation - currently Club Membership: AC Soroptimist; Friends of the Library; AC Arts Foundation; AC Comm & Parks Fndtn

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

American Canyon Parks & Rec Commission

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)

Elizabeth Goff

Date

4/29/2026

Office of the City Clerk

MINUTE ORDER NO. 2026-01

A MINUTE ORDER OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPOINTING ELIZABTH GOFF TO SERVE ON THE NAPA LIBRARY COMMISSION FOR A THREE- YEAR TERM ENDING JANUARY 31, 2029

At their meeting on April 7, 2026, the City Council of the City of American Canyon approved this item by the following motion and vote:

> **Action:** Motion to appoint by Minute Order 2026- 01 Elizabeth Goff to the Napa County Library Commission for a three- year tern ending January 31, 2029, made by Vice Mayor Mark Joseph, seconded by Councilmember Melissa Lamattina and CARRIED by roll call vote.
>
> **Ayes:** Councilmember Brando Cruz, Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington
> **Nays:** None
> **Abstain:** None
> **Absent:** None

Taresa Geilfuss, City Clerk

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1167

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Boar

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

SUBJECT: Appointment to the Napa County Behavioral Health Board

RECOMMENDATION

Reappoint Greg Clark and Patricia Sullivan, both for a second term representing Consumer; and appoint Gladys V. Lopez representing Family Member of a Consumer to the Napa County Behavioral Health Board with terms of office commencing immediately and expire on January 1, 2029. (No Fiscal Impact)

BACKGROUND

There are currently six vacancies due to term expirations and resignations on the Napa County Behavioral Health Board. The County Executive Office advertised the vacancies and received two reappointment requests from Greg Clark and Patricia Sullivan; and one application from Gladys Lopez.

On March 12, 2024, the Board adopted Resolution No. 2024-23, which consolidated the Advisory Board on Drug and Alcohol Programs and Mental Health Board into the Napa County Behavioral Health Board to provide a more effective and efficient oversight of all services provided by Behavioral Health.

On February 4, 2025, the Board adopted Resolution No. 2025-12, which amended the Napa County Bylaws Manual Part II, Section 8 Behavioral Health Board, due to new legislation mandating that at least one member of the Behavioral Health Board (BHB) be 25 years of age or younger and must be a consumer, or a family member of a consumer who has received or is receiving behavioral health services, and that a minimum of one member of the Behavioral Health Board (BHB) be an employee of a Local Educational Agency (LEA).

The authority of the Napa County Behavioral Health Board is established pursuant to the Bronzan-McCorquodale Act which may be found at Part 2 of Division 4.7 of the California Welfare and Institutions Code (commencing at section 5600 et seq.).

The purposes of the Behavioral Health Board are as follows:

1. Review and evaluate the county's mental health and substance use disorder needs, services, facilities, and special problems.

2. Review any county agreements entered into pursuant to Section 5650.

3. Advise the Napa County Board of Supervisors and the Napa County Behavioral Health Director as to any aspect of the county's mental health and substance use disorder programs.

4. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.

5. Submit an annual report to the Napa County Board of Supervisors on the needs and performance of the behavioral health system of Napa County.

6. Review and make recommendations on applicants for appointment of the Napa County Director of Behavioral Health Services. The Behavioral Health Board shall be included in the selection process prior to the vote of the Napa County Board of Supervisors.

7. Review and comment on Napa County's performance outcome data and communicate its findings to the California Behavioral Health Planning Council.

8. Assess the impact of the realignment of services from the state to Napa County on services delivered to clients and on the local community.

9. Perform such additional duties as may be assigned to the Behavioral Health Board by the Napa County Board of Supervisors.

The members of the Behavioral Health Board shall be composed of the following:

a. One member of the Napa County Board of Supervisors.

b. At least one veteran or veteran advocate.

c. At least fifty percent of the Board membership shall be consumers, who are receiving or have received mental health or substance use disorder services, or their family members. One of these members shall be an individual who is 25 years of age or younger. At least two of these shall be a family member of a consumer or a consumer of substance use disorder services. At least two of these shall be a family member of a consumer or a consumer of mental health services.

d. At least one member of the board shall be an employee of a local education agency.

e. At least twenty percent of the Board membership shall be consumers.

f. At least twenty percent of the Board shall be family members of consumers.

g. Any members who are not consumers or family members of consumers shall be individuals who are interested and concerned citizens from the general public.

On May 13, 2026, the Napa County Behavioral Health Board met at a regular meeting and voted to recommend Gladys Lopez to represent Family Member of a Consumer to the Napa County Behavioral Health Board. (Recommendation letter attached)

Requested Actions:

1. Reappoint Greg Clark and Patricia Sullivan; and
2. Accept the recommendation of the Napa County Behavioral Health Board and appoint Gladys Lopez to represent a Family Member of a Consumer to the Napa County Behavioral Health Board.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	County 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.napcounty.gov

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

December 15, 2025

Greg Clark

Napa, CA 94558

Re: **Napa County Behavioral Health Board**

Dear Greg:

You have been a valued Member of the Napa County Behavioral Health Board representing **Consumer**. The term of your position expires on January 1, 2026. If you wish to request reappointment for another 3-year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the Napa County Behavioral Health Board for the term commencing immediately and expiring January 1, 2029.

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

__January 14, 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 Advisory Board on Alcohol and Drug Programs (ABAD): Submitted

Category of Membership for Which You Are Applying

Recovery Community or community member

Profile

Greg (First Name) | (Middle Initial) | Clark (Last Name)

(Email Address)

(Home Address) | (Suite or Apt)

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

Which supervisorial district do you reside in? *

☑ District 2

To find your supervisorial district go to https://www.countyofnapa.org/2051/Find-my-supervisor-and-district and enter your address.

(Primary Phone)

None	NA	Retired
Employer	Job Title	Occupation

Education/Experience

Masters degree Public Admin, BS Ag Science/viticulture; approx. 30 years county ag commissioner system, including 18.5 yrs w/County of Napa.

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

Lisa Clark, retired

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

Calif Depart Food & Ag Ag Commissioner/Sealer license, exp. 7/2023

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

William Chadwick	Bret Prebula	John Cornutt	Liz Alessio

Community Participation

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

I desire to assist County of Napa in developing and delivering ABADP activities, goals, objectives and resources to assist our community,. Given my extensive experience with County processes, community relations, and personal journey in addiction recovery, I know I can help ADAP in ways other candidates may not. I want to contribute and gratefully repay the community and County for the recovery lfe experiences from which I have personally grown. It is the least I can do.

Nature of activity and community location

Operation with Love From Home (Napa County area primarily) - assisted in the preparation, deployment and weekly collection of donated items for eventual distribution to US military personnel around the world. Occured during summer and winter collections (2021-2022). Volunteer in service role as a member of 12 step recovery program, secretarying meetings since at least 2017. Napa area.

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

ABAD 2001-2005 approx.

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Greg Clark

Date

12/26/2022

A Tradition of Stewardship
A Commitment to Service

County Executive Office

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

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

December 15, 2025

Patricia Sullivan
[redacted]
Napa, CA 94558
[redacted]

Re: **Napa County Behavioral Health Board**

Dear Patricia:

You have been a valued Member of the Napa County Behavioral Health Board representing **Consumer**. The term of your position expires on January 1, 2026. If you wish to request reappointment for another 3-year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the Napa County Behavioral Health Board for the term commencing immediately and expiring January 1, 2029.

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.**

Patricia A. Sullivan
SIGNATURE

January 7, 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

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Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Behavioral Health Board: Submitted

Category of Membership for Which You Are Applying

Consumer

Profile

Patricia
First Name

Middle Initial

Sullivan
Last Name

Email Address

Home Address

Suite or Apt

Napa
City

CA
State

94559
Postal Code

Which supervisorial district do you reside in? *

☑ District 1

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

Primary Phone

Employer	Job Title	Occupation
CARES	Representative	Advocate, Services Coordinator at Disability Services & Legal Center

Education/Experience

Bachelor of Science at Nova Southeastern University in Hospitality Management

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

N/A

Resume

Resume__Sullivan_App_CLEAN_12.14.2020.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

N/A

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

Veronna Ladd:

Joycelyn Maguire:

John Wagner:

Community Participation

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

As a consumer & a peer advisor of mental health, as well as an employee of Disability Services & Legal Center, where a significant number of our consumers have mental health concerns; I am a strong proponent of reducing stigma concerning mental health and increasing the quality and availability of care. I have had the somewhat unique opportunity to see how the mental health care systems work in New York, Florida and California. There is considerable variation on how mental health care is treated in each of these three States. I am well aware of the difficulties faced by people with mental health diagnoses: financially, in getting a desired education or trade, obtaining meaningful work, acquiring affordable housing, building a quality social network with friends and family and securing quality mental health care. I have worked to assist others for over four years at Disability Services & Legal Center in Napa. Assisting consumers navigate through the complexities of the Social Security Administration in order to obtain or maintain benefits, because of their mental health and/or physical disabilities. As part of my work at DSLC, I have also assisted consumers with locating and maintaining affordable housing, helped consumers with paperwork for applications for Share the Care of Napa Valley, Season of Sharing and other grants for which consumers may apply for dental care, deposits on housing and moving expenses, home modification, assistive technology, including long term loans of computers so consumers are able to access the internet for information and resources. There are also PG&E's back up battery program for those with medical devises, and government programs such as CalABLE and CalFresh. DSLC also runs an information and referral service so if we aren't able to assist a consumer we refer them to an agency that is able to assist them. Over the years, I have gone to Sacramento and Washington D.C. on behalf of agencies and in the company of other consumers to encourage legislators to commit to working on behalf of people with disabilities. I now wish to join the Napa County Board of Mental Health. I hope to be able to serve the Board by listening, learning, and thoughtfully contributing my opinion based on the information I will learn and the information I have learned so far. Thank you for your consideration.

Nature of activity and community location

Collabria Care & Hospice Volunteer, AmeriCorps Literacy Volunteer at Snow Elementary School in Napa,CA, Healthy Aging Population Initiative, Napa Valley Alliance on Aging, Community Organizations Active in Disaster, Toastmasters

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

The Comprehensive Psychiatric Emergency Program of New York State for Monroe County, Napa Valley Community Housing - Member of the Board of Directors, Disability Support Programs and Services for Napa Valley College - Advisory Committee, Disability Committee,

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

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)

Patricia Ann Sullivan

Date

01/07/2026

Patricia Ann Sullivan , Napa, CA 94559

Relevant Career Highlights

- Presenter for Disability Services & Legal Center regarding CalABLE (California's Achieving a Better Life Experience)
- Co-Facilitator for Traumatic Brain Injury Support Group
- Certified in QPR Suicide Prevention Gatekeeper Program
- Certified in Suscol Intertribal Council's "Native American Historical Trauma and Traditional Healing Project"
- Three and ½ years as an active board member of the CPEP of New York State (Comprehensive Psychiatric Emergency Program). Board members included: mobile crisis, children's mental health, developmental disabled-co-occurring mental health, psychiatric professionals and community/consumer participants.
- Trained as peer advisor in NY. Worked as peer advisor in hospital setting and sheltered workshop.
- Participated in a group of outpatient peers to provide supports and education to inpatients at Rochester Psychiatric Center.
- Consumer participant in IPRT (intensive psychiatric rehabilitative treatment funded by Medicaid) to develop skills in areas of housing, socialization, vocational and education.
- Participated in both student and team leader positions in Life Results to develop personal and professional growth and leadership. Completed all three levels including: team building, team leadership, and intensive personal challenges such as rock climbing and repelling.

Ability to relate and communicate effectively with people

- Extensive experience working with groups, community members, providing educational and informative materials to the community, family members and governing agencies.
- Extensive experience with understanding and enforcing policies, procedures, confidentiality and HIPPA.
- Extensive experience practicing unconditional positive regard.
- Conversational in French. Eager to participate in the beginning conversational Spanish class and other county trainings as appropriate.
- Successfully managed a fund raiser for the Rochester T'ai Chi Ch'uan Center raising aprox. $1,000
- Appointed by New York State Commissioner of Motor Vehicles to: The Governor's Youth Traffic Safety Council responsible for an eight - county region. Planned, organized and facilitated a statewide meeting of council members
- Actively facilitated weekly regional meetings and participated in quarterly statewide meetings

Areas of Expertise

***Supervision*:** purchased and maintained food, beverage inventory for a 660 - room luxury hotel with food sales of $800,000 annually, supervised two inventory handlers.
supervised, trained and led groups of up to five participants in The Life Results Personal and Professional Development and Leadership program in Rochester NY.

Patricia Ann Sullivan Napa, CA 94559

***Sales*:** wine salesperson responsible for Territory, which included southern half of Palm Beach County and northern parts of Broward County Florida, including all restaurants, country clubs and liquor stores; Managed office book store including sales of clothing, shoes, jewelry, books and DVD's.

***Customer Service*:** designed wine list recommendations, suggested food and wine pairings, created table tents for featured wines and conducted tastings of wines at customers establishments; registered and assisted students in choosing the right classes for their personal needs

***Technology*:** Microsoft Office, Point of Sale

Work History

Disability Services & Legal Center	CARES Program Representative	5/20-present
The CARES Act (Coronavirus Aid, Relief and Economic Security Act) – provides persons with disabilities in Napa, Mendocino, Lake and Sonoma Counties affected by Covid-19 economic relief		
Disability Services & Legal Center	Independent Living Advocate	9/16-5/20
AmeriCorps	Literacy Tutor – Volunteer with Stipend	9/14-6/15
Collabria Care & Hospice	Horticulture Therapy, Hospice & Special Events Volunteer	11/13-present
Party Staff	Banquet Services	5/12-8/12
The Rochester T'ai Chi Ch'uan Center - Registrar -Volunteer		1/05-9/10
Brighton Central School District	Teaching Assistant	1/08-6/10
Newbury Park Pastries	Baker	4/06-1/07
House of Mercy/Corpus Christi	Teaching Assistant-Summer Youth Project Volunteer	6/03-9/03
St. Monica's School	Teaching Assistant Volunteer	12/02-6/03
Regional Center for Independent Living - Teaching Assistant Volunteer		9/00-5/01
The Villager Beach Club Hotel	Assistant Manager	7/93-7/94
Oak Hill Country Club	Garde Manger/ Appetizer Chef	10/91-7/92
Jean Claude Boisset Wines USA Inc.	Wine Consultant/ Sales Representative	11/90-6/91
Marriott Airport Hotel	Purchasing Agent	4/90-11/90
Marriott's Desert Springs Spa & Resort - Roundsman/ Extended Externship		3/88-3/89

Education / Training

The Culinary Institute of America	Certified - Accelerated Wine and Beverage Program	5/11
Nova Southeastern University	Bachelor of Science, Hospitality Management	12/93
The Culinary Institute of America	Associate in Occupational Studies, Culinary Arts	4/90
University of California, Santa Cruz	History and Economics of Food in Europe	9/79-6/86

Boards and Committees

Napa Valley Community Housing - Member of the Executive Board of Directors	2/19 – present
Disability Committee	10/16 – 5/20

Patricia Ann Sullivan , Napa, CA 94559

DSPS NVC (Disability Support Programs and Services for Napa Valley College)	
Advisory Committee	3/19 – 5/20
HAPI (Healthy Aging Population Initiative)	3/18– 5/20
Napa Valley Alliance on Aging	5/18 – 5/20
COAD (Community Organizations Active in Disaster)	9/18 - 5/20
Toastmasters (Communication & Leadership Training)	10/17-10/19

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Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Behavioral Health Board: Submitted

Category of Membership for Which You Are Applying

Consumer/Family Member

Profile

Gladys (First Name) | V (Middle Initial) | Lopez (Last Name)

Email Address

Home Address | Suite or Apt

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

Which supervisorial district do you reside in? *

☑ District 4

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

Primary Phone

Napa Valley College Student	Advocate	Advocate
Employer	Job Title	Occupation

Education/Experience

My educational experience in sociology with an emphasis on law and society provides me with the classroom and work experience in sociological research in criminology, law, society. In addition, my educational experience in Chicanx and Latinx has provided me the specific knowledge of psychology, immigration, and intimate partner violence, as this gives me the ability to conceptualize future needs and solutions by identifying problems, imagining solutions, assessing, identifying resources, gathering information, solving problems and setting goals, extracting information, defining needs, developing evaluations, creating spreadsheets and databases and calculating results for data purposes.

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

N/A

Resume

Gladys_Lopez_Resume_updated_4_2026-2.docx
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

N/A

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

D	v Tennyson	Belinda Ruiz	-8928 Estella Gonzalez

Community Participation

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

I am seeking appointment to the Napa County Behavioral Health Board because I am deeply committed to improving mental health services and advancing equitable access to care within our community. My interest is both personal and professional, rooted in lived experience as a consumer of behavioral health services, a family member of individuals with mental health conditions, and as a former behavioral health advocate. Following a life changing traumatic brain injury sustained in an automobile accident, I experienced significant changes in my cognitive, emotional, and physical functioning. This life altering even required me to relearn how to navigate daily life, access services, and advocate for myself as an individual living with disabilities and cooccuring mental health conditions, including anxiety, depression. Through this journey, I gained firsthand insight into the gaps, barriers, and strengths within our behavioral health system. In addition to my personal experience, I bring a strong background in community advocacy. I previously worked as a Behavioral Health Family Advocate within a wraparound services model, where I supported families involved in the juvenile and adult justice systems, education systems, and social services. In this role, I helped parents understand their rights, connected families to critical community resources, and advocated for youth facing school disciplinary action related to mental health conditions. I also supported families navigating special education services and worked to ensure their voices were heard in systems that can often feel overwhelming and inaccessible. As a Mexican American woman, I am particularly passionate about addressing disparities in mental health care within Latino/a communities. Cultural stigma, language barriers, and lack of culturally responsive services continue to prevent many individuals from seeking and receiving the help destigmatize mental health, promoting culturally competent care, and ensuring that underrepresented and underserved populations have a voice in shaping behavioral health policies and programs. My perspective is further informed by my role as a family member of individuals living with complex mental health and substance use disorder, including bipolar disorder, major depression, anxiety, and substance use challenges. This has strengthened my my understanding of the importance of family centered care, early intervention, and integrated services. If appointed, I would contribute a compassionate informed, and community-centered perspective to the Board. I would advocate for policies and programs that prioritize accessibility, equity, and quality of care, while amplifying the voices of consumers and families. I am dedicated to supporting a behavioral health system that is inclusive, responsive, and capable of meeting the diverse needs of Napa County residents. It would be an honor to serve and to help advance meaningful improvements in behavioral health services for our community.

Nature of activity and community location

The Napa County Behavioral Board serves in an advisory capacity to support, evaluate, and improvise mental health and substance use services. the board advocates for consumers and families, promotes community awareness, and provides recommendations to ensure services are equitable, accessible, and culturally responsive. The Board serves residents of Napa County, including individuals and families affected by mental health and substance use challenges, with a focus on underserved and diverse populations across the community.

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

I have had the opportunity to serve on the Napa County Juvenile Justice Coordinating Council as a community advocate, where I contributed to collaborative efforts focused on improving outcomes for youth involved in the juvenile justice system. In this role, I represented the perspective and needs of the broader community, with particular attention to underserved populations and families navigating complex systems. My involvement included participating in cross-sector discussions with stakeholders form behavioral healthy duration, probation, and community-based organizations to address the root causes of juvenile justice involvement, including unmet mental health needs, trauma, and lack of access to supportive services. I advocated for prevention-focused approaches, early intervention, and the expansion and family-centered services. Additionally, I worked to ensure that the voices of youth and families were considered in decision-making processes, especially those impacted by behavioral health challenges, disabilities, and systemic inequalities. my advocacy emphasized the importance of rehabilitation over punishment, supporting alternatives to to detention, and promoting programs that address mental health, substance use, and educational stability. through this experience, I strengthen my ability to collaborate across systems, analyze community needs, and advocate for policies and program that promote equity, accountability, and positive outcomes for youth and their families.

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)

Gladys V Lopez

Date

4/01/2026

Gladys Lopez

Napa, CA 94558

Professional Profile:

A highly competent, motivated, and enthusiastic Community At-Large Representative with experience of working with nonprofit organizations by helping underserved and vulnerable populations. Well organized and proactive in addressing the needs and providing timely, efficient and accurate support to underserved, vulnerable populations and work colleagues. Approachable, well presented, and able to establish good working relationships with a diverse group of individuals. Possessing a proven ability and combination of experience working and educational experience of sixteen years to generate innovative ideas and solutions to problems in order to help the vulnerable and traumatized populations.

Summary of Qualifications:

- I communicate effectively in English and Spanish by using skillful expression, transmission, and interpretation of the knowledge of sociology, Chicanx and Latinx methods of psychology and using ideas by speaking effectively, writing effectively, expressing new ideas, facilitating discussion, providing feedback, presenting information, describing feelings, interviewing.
- My educational experience in sociology with an emphasis on law and society provides me with the classroom and work experience in sociological research in criminology, law, society. In addition, my educational experience in Chicanx and Latinx has provided me the specific knowledge of psychology, immigration, and intimate partner violence, as this gives me the ability to conceptualize future needs and solutions by identifying problems, imagining solutions, assessing, identifying resources, gathering information, solving problems and setting goals, extracting information, defining needs, developing evaluations, creating spreadsheets and databases and calculating results for data purposes.
- My interpersonal knowledge and skills allow me to help resolve conflict, relating to and helping people by developing relationships, being sensitive, listening, conveying feelings, providing support, motivating, sharing credit, cooperating, delegating with respect, representing others, perceiving feelings, situations, in which there is cultural and gender sensitivity and equality.
- My ability to organize, manage and provide leadership is to guide individuals and groups in the completion of goals by initiating new ideas, handling details, coordinating tasks, managing groups, delegating responsibilities, teaching, coaching, promoting change, decision making with others, managing conflict and enforcing policies.
- The daily skills I possess are to assist in promoting effective production and work satisfaction by implementing decisions, cooperating, being punctual, managing time,

attending to details, meeting goals, enlisting help, accepting responsibility, setting and meeting deadlines, and making decisions.

Professional Experience:

ParentsCAN 2020-2024
Facilitatory Parent Project

- Parent Advocate
- Provided crisis intervention skills in changing destructive adolescent behavior
- Provided support in addressing truancy, drugs and alcohol, runaway, media, early teen sex, violence, gangs
- Provide emotional support to parents of high-risk adolescent
- Provide skills within the Step of Success (S.O.S)
- Provide trauma-informed interventions skills
- Provide skills for parents to effectively communicate with their adolescent
- Collaborating with Department of Juvenile Hall/Probation Department
- Data entry
- Intake specialist
- Maintained and established confidentiality with client and record system
- Attending agency meetings, training, outreach, and any other meetings as directed
- Bilingual- verbal translation, written translation in English and Spanish
- Working with vulnerable and traumatized populations, bi-cultural sensitive community and high-risk families.

ParentsCAN 2020 to 2024
Behavioral Health Family Advocate

- I provide emotional support to family members
- I was an active and collaborative team player in the process of wraparound services Through the Juvenile Justice System
- I provide support and assure that families accomplish the desired outcomes and are addressed with their family plan.
- I work collaboratively with Child and Family Behavioral Health Departments and other mental health providers
- I provide resource information, resources, and referrals to families
- I provide training through the Triple P Program, or technical assistance to families to enable them to access appropriate services for their child's needs.
- I help develop and maintain a working relationship with collaborative partners within the community which helps support the families.
- I help provide one-to-one support, information, and training to parents regarding parents' rights and responsibilities in the IEP process.
- I accompany parents to planned meetings and court hearings as appropriate

- I was able to represent the parents by voicing their concerns on county and community committees related to their youth/child's behavioral health needs through the Napa County Juvenile Justice Coordinating Council
- I provide all services in a strict confidentiality
- I attend available training as needed qualifications: Parent of a child with behavioral needs
- I have lived experience navigating the mental health system with a child
- I have an intimate understanding of the impact of disabilities on families
- I have the ability to work a flexible schedule
- I have the ability to work independently, as a team player
- Administrative writing skills
- Computer skills: Microsoft Word, Microsoft EXCEL, Microsoft Powerpoint, Microsoft OneNote, Email, Dropbox, Microsoft Office.
- Managing reports
- Intake specialist
- Analyzing information
- Data entry
- Provided crisis interventions
- Problem-solving skills
- Out-reach within the community of Napa
- Developing and maintaining a working relationship with the Criminal Justice System and Law Enforcement
- Collaborated with other agencies within the community of Napa; NVUSD, County of Napa, Puertas Abiertas, Mentis, On the Move, Parent University, COPE, Sheriff's Activity League, HOPE Center, NEWS, Napa County service system this includes mental health, Juvenile Probation, or Child Welfare services, CFT wraparound services
- Maintained and established a system to ensure accurate information and client file system
- Maintained and established confidentiality with client and record system
- Verbal Judo; on maintaining effective and professional communication skills within staff and clients
- Bilingual- verbal translation, written translation in English and Spanish
- Working under high-risk situations
- Working with underserved, culturally sensitive communities and high-risk families
- Bilingual, bicultural
- I have an intimate understanding of the impact of disabilities on families
- I have active listening skills, provide empathy, and critical thinking skills in order to help families, and provide peer-to-peer support.
- I have an understanding of services systems
- I have the ability to work a flexible schedule for the parent's convenience
- I have the capacity to assess families needs

- I have the ability to work independently as well as a team player
- I have familiarity with Napa community resources
- I have experience with parent/professional collaboration
- I have experience in research, data collection, create and maintain case files
- I have computer skills: word processing, internet, and email

ParentsCAN 2016 to 2018
Behavioral Health Parent Advocate
NEXUS WrapAround Program

- I was an active and collaborative team player in the process of wraparound services
- I provided support to families whose youth/ child at risk of out of home placement
- I was able to build rapport with families in order to gain an understanding of their needs and family dynamics by connecting with parents through my home visits, team meetings, and my telephone contacts.
- I attended weekly team meetings with case managers, probation officers, youth advocates in order to keep updated on family needs and situations.
- I worked collaboratively with the family and team members to develop and implement a family services plan in order to meet the needs of the family.
- I accompany parents to court hearings, educational meetings, or other meetings in order to help support parents as needed.
- I was able to provide the family with information regarding their child's disability, connecting parents with local resources within the community and I was able to make referrals to other services.
- I was able to represent the parents by voicing their concerns on county and community committees related to their youth/child's behavioral health needs.
- I was able to attend training, conferences/ seminars related to my role as a Parent Partner, and wraparound services in order to help support parents and their needs.
- I have lived experience navigating the mental health system with a child
- I have an intimate understanding of the impact of disabilities on families
- I have the ability to work a flexible schedule
- I have the ability to work independently, as a team player
- Administrative writing skills
- Computer skills: Microsoft Word, Microsoft EXCEL, Microsoft Powerpoint, Microsoft OneNote, Email, Dropbox, Microsoft Office.
- Managing reports
- Intake specialist
- Analyzing information
- Data entry
- Provided crisis interventions
- Problem-solving skills

- Out-reach within the community of Napa
- Developing and maintaining a working relationship with the Criminal Justice System and Law Enforcement
- Collaborated with other agencies within the community of Napa; NVUSD, County of Napa, Puertas Abiertas, Mentis, On the Move, Parent University, COPE, Sheriff's Activity League, HOPE Center, NEWS, Napa County service system this includes mental health, Juvenile Probation, or Child Welfare services, CFT wraparound services
- Maintained and established a system to ensure accurate information and client file system
- Maintained and established confidentiality with client and record system
- Verbal Judo; on maintaining effective and professional communication skills within staff and clients
- Bilingual- verbal translation, written translation in English and Spanish
- Working under high-risk situations
- Working with underserved, culturally sensitive communities and high-risk families

Napa Valley Unified School District 2006 to 2009
Human Resources Department
Administrative Assistant/Bilingual

- Front desk and office support
- Reporting Skills
- Managing Processes
- Name and address changes for NVUSD employees
- Analyzing Information
- Administrative Writing Skills,
- Fingerprint process information
- Classified Leadership Academy Clerical Support
- Verbal Communication from English to Spanish and vise versa
- Microsoft Office Skills
- Problem Solving
- Professionalism

Napa Valley Adult School 1999 to 2006
Administrative Assistant/ Bilingual Community Liaison

- Front desk and office support
- Outreach to Spanish speaking community regarding English classes
- Tutoring English as a Second Language parents
- Oral translation from English to Spanish and vise versa
- Schedule Interview for the English as a Second Language Coordinator
- Coordinator for the CBET child care program

- Made flyers to promote English as a Second Language Program
- Computer programs: Word, Windows XP, Lotus 123, Wordperfect, Excel, Powerpoint, Publisher
- Supply Management
- Inventory Control

Education:

El Camino Leadership Program	2026
SolanoConnex: Be Sensitive, Be Brave	2026
NAMI Solano Peer to Peer Certification	2025
Family Justice Center Alliance	2025
National Association of State Mental Health Program	2024
UC Davis Wraparound family studies	2023
National Training & Technical Assistance Center	2023
Certified Mental Health aide	2023
Family Development Credential Certificate of Completion	2021
Institute of Chicana/o Psychology Online: Exploration in Chicana/o/x Identity	2021
Institute of Chicana/o Psychology Online: Raza & Trauma	2021
Institute of Chicana/o Psychology Online: Decolonizing Mental Health	2021
The Center of Adolescent Studies, Inc Certificate of Completion in 4 Foundations for Helping Trauma-Impacted Youth Not Just Survive, But Thrive	2020

Project Leadership 2020
Certified Facilitator
Family Voices of California

Parent Project Senior Training 2020
Certified Facilitator
Changing Destructive Adolescent Behavior

California Department of Fair Employment & Housing 2020
Certificated of Completion Sexual Harassment Prevention

The Center For Innovations and Resources, Inc. 2020
Certificate of completion
Helping Everyone Every Time: Rising Connection

Triple P Covid-19 Webinar Series 2020
Certificate of completion
Evidence-Based Parenting Support in a Challenging World:
Challenges, Opportunities, and Future Directions

Triple P Practitioner 2020
Accredited Level 3
Standard Primary Care
Standard Primary Care Teen

Wilmington University 2020
Certificate of Completion
Case Management/ Comprehension Support for Survivors of Human Trafficking

Wilmington University 2020
Certificate of Completion
Justice involved Human Trafficking Survivors; mitigating the collateral
Consequences of Criminal Records

Wilmington University 2020
Certificate of Completion
Human Trafficking

University of California Davis 2019
Bachelor's Degree in Letters and Social Science

Bachelor of Art in Sociology with an emphasis in Law and Society
Minor in Chicanx and Latinx studies

Napa Valley College 2016
Associate of Science Administration of Justice
Associate of science transfer Administration of Justice
Associate of Justice, Law Enforcement

Napa Valley College 2015
Certificate of Intersegmental General Education
Certificate of Administration of Justice, Juvenile Justice

Napa Valley Unified School District 2009
Classified Leadership Academy/Certificate

Napa Valley Adult School 2008
Computer Operations/Certificate

Napa Valley Adult School 2007
Certificate of Completion
Verbal Judo

Napa Valley Adult School 2006
Certificate of Completion
Business Administration

Napa Sheriff's Citizens Academy 2006

Mexican American Legal Defence and Educational Fund 2006
Certificate of Completion
Parent Leadership Academy

Community involvement/ Volunteer Work:

My Brain Injury Present
Bridging the Gap Present
National Association of Head Injury Administrators Present
Brain Injury of America Present
California Latinas for Reproductive Rights Present

St. Jude Brain Injury Network	Present
Disability United	Present
Napa County Committee on Disabilities	Present
Providence Adult Day Program	Present
Council of Parent Attorneys and Advocates, Inc., COPPA	Present
UC Davis Alumni Association	Present
Napa County Latinx Democratic Club	2022-2023
Napa County Juvenile Justice Coordinating Council	2020-2023
COAD Mental Health Committee	2022-2023
Vintage High School Parent Club	2018-2021
ParentCAN	2016-2018
Silverado Middle School Parent Club	2015-2016
Silverado Middle School ELAC President	2014-2015
McPherson Elementary DELAC President	2012-2015
McPherson Elementary Parent Advisory Committee	2012-2015
The McPherson Neighborhood Initiative	2012-2015

To Whom It May Concern:

It is a pleasure to recommend Gladys Lopez for the Napa County Behavioral Health Board.

I first met Gladys in 2014 when she was employee at ParentsCAN as a Parent Partner. ParentsCAN is a local non-profit Family Resource Center that provides information, resources and advocacy services to families who have children with special needs. As a Parent Partner, Gladys was primarily responsible for assisting children and teens with behavioral and mental health needs in accessing resources and services in, and outside, of the educational system. Working with minors with behavioral and mental health needs requires specialized skills and knowledge due to the complications and challenges that need to be considered when planning service coordination and implementation for a student. Glady's knowledge with regards to mental health services was particularly valuable to the agency because she provided crisis intervention and assisted families in accessing wrap-around services through Napa County Mental Health such as the NEXUS program. She also understands the importance of communication and teamwork and has years of experience coordinating with various agencies to provide student centered wrap-around services to ensure that students' needs are successfully met. For example, she partnered with Napa Valley Unified School District personnel and with local non-profits to ensure families got connected to needed resources.

Glady's friendly and caring personality were instrumental in providing outreach and support group meetings for parents who had children with behavioral and mental health needs. Gladys coordinated and facilitated Triple P parenting classes. Additionally, she facilitated Parent Project courses in partnership with Juvenile Probation. Her eager disposition to provide information to the community, particularly the Spanish speaking community, allowed the agency to expand its outreach efforts to the Latino community who, at the time, was underserved and in need of information in their language.

I have no doubt that Gladys is the ideal candidate for the Napa County Behavioral Health Board. She has dedicated her life and work to the services of individuals with mental health needs and is passionate about mental health issues. I have kept in touch with Gladys over the years, even after our careers took different paths. She is a woman who is committed to her work and cares deeply about her community. She is friendly and welcoming, and she has the skills and passion to be an effective Board member.

If you need additional information or should you have any questions, please feel free to contact me at or by e-mail at

With Warmest regards,

Belinda Ruiz

Dear Ms. Cooper,

I am writing to strongly recommend Gladys Lopez as a graduate of the El Camino Leadership Program, a collaborative initiative of the Latino Leaders Round Table and the Napa County Hispanic Chamber of Commerce.

As part of the El Camino program, Gladys has demonstrated a clear commitment to personal growth, community leadership, and civic engagement. The program is designed to develop leaders who are prepared to step into boards, commissions, and decision-making spaces across Napa County, and Gladys has fully embraced that responsibility.

Through her participation, she has strengthened her leadership awareness, deepened her understanding of local systems and governance, and developed the practical tools necessary to contribute meaningfully to community leadership roles. She approaches this work with intention, professionalism, and a genuine commitment to serving others.

This letter also serves to formally certify that Gladys Lopez has successfully completed the El Camino Leadership Training. This program recognizes individuals who are prepared to engage in civic life, support community-driven solutions, and represent the diverse voices of Napa County.

The El Camino Leadership Program is proudly led by the Napa County Hispanic Chamber of Commerce and the Latino Leaders Round Table, and is recognized for advancing Latino leadership and civic participation. The program has also been certified by Senator Christopher Cabaldon, further underscoring its credibility and impact.

We are confident that Gladys will be a strong asset in any civic, advisory, or leadership capacity she chooses to pursue. She represents exactly the kind of thoughtful, community-centered leadership that Napa County needs.

Please feel free to reach out if you would like additional information.

Sincerely,

Alonso Corona | CEO
Napa County Hispanic Chamber of Commerce
alonso@napacountyhcc.com
707-815-1463

April 3, 2026

RE: Reference Letter

To Whom It May Concern,

I am writing this reference of recommendation on behalf of Gladys Lopez, whom have known her for more than 20 years. Gladys demonstrates exceptional communications and leadership skills. Her dedication and advocacy has made a difference in my life and other families.

When my daughter started preschool, I reached out to her for advice on how to best support for my daughter who has a disability. She listened my concerns and reviewed my daughter's IEP (Individualized Education Plan) with detail and advised me what I could do. With her expertise and guidance, my daughter was eligible more services and was placed in an inclusive classroom.

I highly recommend her. Her strong work ethic makes a positive impact. If you have any questions regarding this letter, please feel free to contact me:

Blanca Delgado

NAPA COUNTY BEHAVIORAL HEALTH BOARD

May 14, 2026

To: Napa County Board of Supervisors
From: Greg Clark, Vice- Chair, Napa County Behavioral Health Board

Re: Recommendation for Appointment to Behavioral Health Board

At the Wednesday, May 13, 2026 meeting, the Behavioral Health Board voted unanimously to recommend Gladys Lopez to serve as a member of the Napa County Behavioral Health Board as a Family Member of Consumer.

Members of the Executive Committee interviewed Gladys Lopez. The interviewers were impressed by her background and by her openness about her experiences. We look forward to her contributions to the work of the board and to the community.

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:** 5/19/2026 | **File ID #:** 26-1071

TO: Board of Supervisors

FROM: Alexander Alarcón, Interim Director of Corrections

REPORT BY: Anabel Silva, Staff Services Analyst

SUBJECT: Amendment No.3 to Agreement No. 200191B with Status Electrical Corporation

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 200191B with Status Electrical Corporation increasing the contract maximum amount from $100,000 for the life of the agreement to $100,000 per fiscal year to provide ongoing maintenance and support of the Napa County Department of Corrections' downtown jail security system. (Fiscal Impact: $100,000 Expense; General Fund; Budgeted; Discretionary)

BACKGROUND

On March 8, 2016, the Board approved a construction contract award to Status Electrical Corporation for jail security system maintenance and upgrades. The project involved installation and/or replacement of video cameras and associated intercoms, the installation of control room equipment and replacement of programmable logic controllers for cell door controls. In 2021, the system was updated when components from the 2016 work reached their useful life. On July 22, 2025, Amendment No. 2 to Agreement No. 20019B was approved to extend the term through June 30, 2028, and reduce the maximum compensation, with two, one-year renewals to provide ongoing maintenance and support. Amendment No.3 changes the contract to include bi-annual system analysis, on-call emergency technical support, a two-year extension of warranties on two servers and two storage appliances, and on-site technical support if needed. The maximum compensation for the contract will be changed from $100,000 for the life of the agreement to $100,000 per fiscal year.

This equipment will continue to be needed for as long as the court holding facility is operating in the basement of the Hall of Justice.

Requested Action:

1. Approve and authorize Amendment No. 3 to Agreement No. 200191B with Status Electrical Corporation

increasing the contract maximum amount from $100,000 for the life of the agreement to $100,000 per fiscal year to provide maintenance and support of the Napa County Department of Corrections' downtown jail security system.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Corrections budget, Sub-Division 14000001
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	The Department will budget the cost of ongoing support in subsequent year' budgets
Consequences if not approved:	The Corrections Department would not be in compliance with Government Code 34090.6(c)

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. 200191B
AMENDMENT NO. 3

THIS AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 200191B is made and entered into as of this 5th day of May, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and STATUS ELECTRICAL CORPORATION, A COMPANY INCORPORATED IN THE State of Washington, who's mailing address is 2669 Deacon Street, Abbotsford BC V2T 6L4 hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about November 19, 2019, COUNTY and CONTRACTOR entered into Agreement No. 200191B (hereinafter referred to as the "Agreement") for CONTRACTOR to provide COUNTY with maintenance and support of the Napa County Department of Corrections' downtown jail security system; and

WHEREAS, on April 21, 2022, the Agreement was amended to replace the original security software and hardware described in the original Agreement No. 200191B with the Milestone X Protect Professional 2017 R17 DVMS hardware and software system, to extend the term of the agreement from June 30, 2022, to June 30, 2025, to increase the contract maximum from two hundred fifty thousand dollars ($250,000) to three hundred fifteen thousand two hundred seventy thousand dollars ($315,270), to remove the automatic renewal clause, and to provide additional maintenance and support of the downtown jail security system: and

WHEREAS, on July 22, 2025, the contract was amended to modify the scope of work, extend the term of the Agreement, and reduce the maximum compensation; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend Agreement No. 200191B to increase the maximum compensation.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, hereby amend Agreement No. 200191B as follows:

1. Paragraph 3(c) of the Agreement is amended to read in full as follows:

Compensation.
(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payment under this Agreement shall be a total of ONE HUNDRED THOUSAND DOLLARS ($100,000) for professional services per fiscal year, provided, however, that such amount shall not be

construed as guaranteed sums and compensation shall be based upon services actually rendered and reimbursable expensed actually incurred.

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

IN WITNESS WHEREOF, this Amendment No. 3 of Napa County Agreement No. 200191B as of the date first above written.

STATUS ELECTRICAL CORPORATION

By _____
KEITH FALARDEAU, President

By _____
RITA NIEHAUS, Chief Financial 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 By: *Corey S. Utsurogi* _____ County Counsel Date: 4/21/26	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

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1117

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Jason Dooley, Chief Deputy County Counsel

SUBJECT: Amendment No. 2 to Agreement No. 220285B with Serviam by Wright, LLP

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 220285B with Serviam by Wright, LLP for legal advice and litigation services related to code enforcement matters, extending the agreement for one year at the maximum annual payment of $80,000 for fiscal year 2026-2027 . (Fiscal Impact: $80,000 Expense; General Fund; Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Napa County entered into Agreement No. 220285B on March 21, 2022, with Serviam by Wright, LLP (formerly “Silver & Wright, LLP), to provide certain specialized legal services concerning code enforcement. On March 11, 2025, the County amended the agreement to modify the maximum compensation and extend the term through June 30, 2026. County Counsel is requesting a second amendment to Agreement No. 220285B extend the term of the Agreement through June 30, 2027.

The amendment will extend the agreement for one year at the maximum annual payment of Eighty Thousand Dollars ($80,000) for fiscal year 2026-2027; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

Requested Action: Approve and authorize Amendment No. 2 to Agreement No. 220285B with the firm of Serviam by Wright, LLP.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	County Counsel
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Serviam by Wright, LLP possesses resources and specialized expertise
Is the general fund affected?	Yes
Future fiscal impact:	Funds will be appropriated in future fiscal years as needed.
Consequences if not approved:	If the proposed amendment is not approved, litigation would have to be handled in-house, which may impact other work.
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.

SECOND AMENDMENT
NAPA COUNTY AGREEMENT NO. 220285B
PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 220285B is entered effective as of this ___ day of May 2026, by and between the COUNTY OF NAPA, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as "COUNTY", and SERVIAM BY WRIGHT LLP, successor to Silver & Wright LLP, a limited liability partnership, whose business address is 3 Corporate Park, Suite 100, Irvine, CA 92606, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY has retained CONTRACTOR to provide certain specialized legal services concerning code enforcement; and

WHEREAS, the parties previously modified the maximum compensation and extended the term of the Agreement.

WHEREAS, the parties now wish to modify the term of the Agreement.

TERMS

NOW, THEREFORE, the parties hereby amend Napa County Agreement No. 220285B as follows:

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

   1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 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). For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Except as provided above, all other terms and provisions of the Agreement shall remain in full force and effect.

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

IN WITNESS WHEREOF, this Second Amendment of Napa County Agreement No. 220285B was executed by the parties hereto as of the date first above written.

SERVIAM BY WRIGHT LLP

By: _____

CURTIS WRIGHT, Managing Partner

"CONTRACTOR"

COUNTY OF NAPA, a political subdivision of the State of California

By: _____

AMBER MANFREE, Chair of the Napa County Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Jason M. Dooley* Chief Deputy County Counsel Date: May 5, 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: _____

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1147

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Sheryl L. Bratton, County Counsel

SUBJECT: Resolution amending Chief Executive Officer Ryan Alsop's Housing Loan Terms and Conditions

RECOMMENDATION

Adopt a Resolution changing the terms of the relocation incentive loan provided to Chief Executive Officer, Ryan Alsop, to be an unsecured loan and authorizing the Board Chair, or designee, to execute reconveyance documents, in a form acceptable to the County Counsel. (No Fiscal Impact)

BACKGROUND

In June 2023, the County appointed Ryan Alsop as the Napa County Chief Executive Officer for a three-year term effective August 7, 2023, and the Chair signed Employment Agreement No. 230460B for Mr. Alsop to serve as Napa County Chief Executive Officer through August 6, 2026. The Employment Agreement included a forgivable relocation incentive loan for the acquisition of a primary residence. In July 2023, the Board of Supervisors authorized Resolution No. 2023-97, approving the relocation loan to assist Employee with the acquisition of a personal residence in Napa County.

Section 4.4.6 of the Employment Agreement provides that the loan shall be in the amount of Seventy-Five Thousand Dollars ($75,000), and shall be forgivable each year in the amount of Fifteen Thousand Dollars ($15,000) per year for each year that Employee is employed by the County commencing from the anniversary of the loan closing date. Section 4.4.6 also provides that a lien will be recorded against the property securing the loan.

In December 2025, the Board adopted Resolution No. 2025-129, extending the term of the employment agreement with Alsop from August 6, 2026, to December 31, 2029. In addition, in accordance with the terms of the home relocation incentive loan, the County waived $15,000 of the then-remaining balance of the incentive

loan. The resolution also delegated authority to the Director of Housing and Community Services to execute a subordination agreement if needed in connection with the refinancing of Alsop's primary residential home loan from a third party commercial lender under certain terms and conditions.

Currently, the existence of the County's security interest in the loan is making it difficult for Mr. Alsop to refinance his primary loan on his principal residence. Under the terms of the relocation incentive loan, for each year Alsop remains employed with the County, any balance owed under the loan is reduced by $15,000. Currently, the outstanding loan balance is $45,000 and will be reduced to $30,000 in the coming months as Alsop completes his third year of employment. Should Alsop remain employed through September 2028, the loan will be fully forgiven. In the unlikely event that Alsop leaves employment before September 2028 with a balance owing under the relocation incentive loan, the County has the ability to recoup the remaining balance through an offset of final wages.

Requested Actions: Adopt a Resolution changing the terms of the relocation incentive loan provided to Chief Executive Officer, Ryan Alsop, to be an unsecured loan and authorizing the Board Chair, or designee to execute reconveyance documents, and any other documents necessary to releasing the deed of trust, in a form acceptable to the County Counsel.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Integrity & Collaboration

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2026-___

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE HOUSING LOAN TERMS BY AUTHORIZING THE LOAN TO BE UNSECURED AND DIRECTING STAFF TO RECONVEY THE DEED OF TRUST CURRENTLY SECURING THE LOAN

WHEREAS, Napa County extended employment to Ryan John Alsop ("Employee") to serve as the Napa County Executive Officer and the parties executed an employment agreement, Agreement No. 230460B, dated June 13, 2023; and

WHEREAS, the Employment Agreement included a relocation incentive loan; and

WHEREAS, Section 4.4.6 of the Employment Agreement provides that the loan shall be in the amount of Seventy-Five Thousand Dollars ($75,000), and shall be forgivable each year in the amount of Fifteen Thousand Dollars ($15,000) per year for each year that Employee is employed by the County commencing from the anniversary of the loan closing date; and

WHEREAS, on July 25, 2023, the Board adopted Resolution No.2023-97, approving the relocation loan to assist Employee with the acquisition of a personal residence in Napa County ("the property"); and

WHEREAS, Section 4.4.6 of the Employment Agreement provides that a lien will be recorded against the property naming the County as having a security interest in the property for the amount of the loan; and

WHEREAS, to implement the terms of the Employment Agreement, Employee executed a Promissory Note dated August 28, 2023, secured by a Deed of Trust; and

WHEREAS, Employee has served as the Napa County Executive Officer continuously since August 7, 2023, with the Board having extended the terms of his employment from August 6, 2026, through December 31, 2029; and

WHEREAS, the requirement that the loan be secured has presented problems for Employee in refinancing his mortgage and accordingly a request has been made that the loan become unsecured; and

WHEREAS, the Board agrees with this request.

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby approves a modification to terms of the loan, removing the requirement that the loan be secured by Employee's property. The Board Chair, or designee, is hereby directed to execute reconveyance documents and any other required documents to release the

deed of trust, all in forms acceptable to the County Counsel.

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 19th day of May 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
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: _____ Deputy County Counsel Date: May 13, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1155

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Abigail Flores - BOS Staff Aide

SUBJECT: Community Grants Funding Request for Various Nonprofit Organizations

RECOMMENDATION

Approve and authorize allocation of Board of Supervisors' District 4 community grant funds to VOICES, ParentsCAN, Napa Valley Community Organizations Active in Disaster, and Puertas Abiertas to provide support and community benefit. (Fiscal Impact: $3,500 Expense; Budgeted; General Fund; Discretionary)

BACKGROUND

The Board of Supervisors may allocate community grant funds for nonprofit support and community benefit. The purpose of this allocation is to support four local nonprofits.

The first is VOICES, a 501(c)(3) nonprofit organization that provides young people aging out of foster care with family-like support, acceptance, and accountability as they set their own goals and pursue them across VOICES' youth-led core programs. The amount of $1,000 of Board of Supervisors' District 4 community grant will be used to invest in the programs VOICES provides to the vulnerable youth in our community.

The second is ParentsCAN, a grass-roots nonprofit with a vision to support families who have children with special needs through case management, peer support, and parent education. The $500 of Board of Supervisors' District 4 community grant will be used to continue these efforts.

The third is Napa Valley Community Organizations Active in Disaster (COAD), a 501(c)(3) nonprofit organization that helps all of Napa County prepare for, respond to, and recover from disasters and emergencies. The amount of $1,000 of Board of Supervisors' District 4 community grant will be used to continue these efforts.

The fourth is Puertas Abiertas, a 501(c)(3) nonprofit organization, that serves as the gateway for access to health and social services, a culturally appropriate service provider to Latino families, and a collaborator with a wide variety of community partners. The amount of $1,000 of Board of Supervisors' District 4 community grant be used to continue these efforts.

Requested Action: Approve and authorize allocation of Board of Supervisors' funds for nonprofit support and community benefit.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Board of Supervisors 1010000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Community benefit services/engagement
Is the general fund affected?	Yes
Future fiscal impact:	Community grants will continue to be budgeted in future fiscal years
Consequences if not approved:	Members of the Board of Supervisors may not have the opportunity to offer financial support to community-based organizations doing important work that benefits the community members of their districts.
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

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1014

TO: Board of Supervisors

FROM: J.R. Rogers, Fire Administrator

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Amendment No. 3 to Agreement No. 230216B with H2O Partners, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 230216B with H2O Partners, Inc., to extend the term to December 31, 2027, with no change in max compensation, in order to complete the application for the Hazard Mitigation Grant Program Application 2025 and document submission for the 2022 Hazard Mitigation Grant Program. (No Fiscal Impact)

BACKGROUND

On October 22, 2022, Napa County entered into an agreement with H2O Partners, Inc. to obtain grant writing services for the 2022 Building Resilient Infrastructure and Communities grant application. On January 10, 2023, the contract was amended to update the scope of work and compensation to include identifying and applying for additional grant funding opportunities.

In Fall 2025, Fire Administration engaged H2O Partners, Inc. to assist in the submission of a grant application for the Hazard Mitigation Grant Program 2025 notice of funding opportunities. The County has received subsequent Requests for Information from grantee agency California Office of Emergency Services which necessitate additional time to complete. H2O Partners, Inc. has further been engaged to assist with the completion of document submission required for the 2022 Hazard Mitigation Grant Program further necessitating a contract extension.

Requested Action:

Approve and authorize Amendment No. 3 to Agreement No. 230216B with H2O Partners, Inc., to extend the term to December 31, 2027, with no change in max compensation, to complete the application for the Hazard Mitigation Grant Program Application 2025 and document submission for the 2022 Hazard Mitigation Grant

Program.

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The action is not a project as defined by California Code of Regulations, title 14, section 15378 (State CEQA Guidelines) and/or exempt under sections 15301 and 15304, subds. (a) and (i), [See Class 1 (“Existing Facilities”) and Class 4 (“Minor Alterations to Land”)].

AMENDMENT NO. 3

NAPA COUNTY AGREEMENT NO. 230216B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 ("Amendment No. 3") **TO AGREEMENT NO.** 230216B is made and entered into as of the 19th of May 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and H2O Partners, Inc., a Texas corporation, whose mailing address is 260 Addie Roy Road, Suite 150, Austin, TX 78746, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, as of October 31, 2022, COUNTY entered into Agreement No. 230216C ("Agreement") with CONTRACTOR to obtain specialized services, as authorized by Government Code section 31000, in order to complete a Federal Emergency Management Agency Building Resilient Infrastructure and Communities grant application; and

WHEREAS, as of January 10, 2023, (erroneously stated in Amendment No. 1. as January 10, 2022) COUNTY and CONTRACTOR entered into Amendment No. 1 of Agreement No. 230216C and which was renumbered to 230216B whereby CONTRACTOR agreed to an updated scope of work to include identifying and applying for additional grant funding, term, and compensation amount; and

WHEREAS, as of February 10, 2026, COUNTY and CONTRACTOR entered into Amendment No. 2 of Agreement No. 230216B whereby CONTRACTOR agreed to extend the contract to a term ending in June 30, 2026; and

WHEREAS, COUNTY continues to need specialized services, as authorized by Government Code section 31000, in order to complete the study and CONTRACTOR is willing to and able to continue to provide such services; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to extend the contract to an expiration date of December 31, 2027.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONTRACTOR hereby amend Agreement No. 230216B, as follows:

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

   Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on December 31, 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).

2. **Electronic Signatures.** This Amendment No. 3 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 3 and shall have the same force and effect as a manually executed original.

3. This Amendment No. 3 shall be effective as of the date first written above.

4. Except as provided in paragraphs 1 through 3, above, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 3 was executed by the parties hereto as of the date first above written.

H2O PARTNERS, INC.

By _____
JO ANN HOWARD, President

By _____
ERIC HOWARD, Vice President

"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: Shana A. Bagley Deputy County Counsel Date: April 16, 2026 [Doc No 13112965]	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1028

TO: Board of Supervisors

FROM: John Tuteur, Registrar of Voters

REPORT BY: John Tuteur, Registrar of Voters

SUBJECT: Approve and authorize Agreement No. 270021B with DFM Associates for election support through June 30, 2033.

RECOMMENDATION

Approve and authorize Agreement No. 270021B with DFM Associates for election support through June 30, 2033, for a total cost of $537,732. (Fiscal Impact: $537,732 Expense; General Fund; Budgeted; Mandatory)

BACKGROUND

The United States Constitution, the California Constitution and Federal and State statutes and regulations require local governments to conduct Federal and State elections. Napa County's Assessor-Recorder-County Clerk ex officio Registrar of Voters is the election official who carries out this mandate. Conducting these elections depends on Election Information Management System software that tracks voter registration, precincts, candidate information and voter activity during elections.

Napa County has conducted successful elections using Election Information Management System software from DFM Associates since January 2007. Under Agreement No. 270021B DFM Associates will provide Napa County with constantly updated software through June 30, 2033. The total cost for this seven year period is $537,732.

This agreement is eligible for sole source treatment, i.e. excepted from competitive bidding, pursuant to State law and the County's purchasing policy Section 39 Paragraphs 2-3.1 (Exceptions to Competitive Bidding), 2-3.1.1 (Sole Source Justification), 2-3.1.2 (Election Materials) , 3-4 (Sole Source Justification: Software Upgrade: Upgrade to existing software; available only from the producer of this software and

Special Training: The requested product is one with which staff have specialized training and/or extensive

expertise. Retraining would incur substantial cost in time and/or money).

Requested Action: Approve and authorize Agreement No. 270021B with DFM Associates for election support through June 30, 2033.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Elections 1141000
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	To conduct Federal and State elections the local election official must have a functioning Election Information Management System.
Is the general fund affected?	Yes
Future fiscal impact:	The Elections division will continue to budget accordingly.
Consequences if not approved:	Napa County will not be in compliance with constitutional and statutory requirements to conduct elections using an Election Information Management System.

ENVIRONMENTAL IMPACT

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

Agreement No. 270021B

DFM ASSOCIATES

EIMS MASTER AGREEMENT WITH

NAPA COUNTY

THIS EIMS MASTER AGREEMENT ("Agreement") is made and entered into as of _____ by and between DFM ASSOCIATES, a California corporation ("DFM"), 10 Chrysler Irvine, California 92618 and NAPA COUNTY, a political subdivision of the State of California ("County").

RECITALS

A. DFM is willing to do any or all of the following at the request of the County:

(1) To purchase and resell Computer Hardware to the County;

(2) To lease or license DFM Software to the County;

(3) To lease or sublicense Third Party Software to the County; and/or

(4) To provide Consulting Services to the County.

B. The purpose of this Agreement is to generally describe the various products and services DFM is willing to provide to the County if and when the County chooses to utilize them, and to establish the basic contractual terms and conditions under which those products and/or services will be provided, subject to additional terms and provisions set forth in a separate Addendum which will specify the product or service and the particular terms and provisions applicable thereto. The separate Addendum will become a part of this Agreement, if and when it has been signed on behalf of both the County and DFM. Neither DFM nor the County is obligated to the other regarding any of the products or services generally described herein unless and until, and then only to the extent that, the specific product or service is identified on a separate Addendum attached hereto and signed on behalf of both parties.

TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1.
DEFINITIONS

For purposes of this Agreement, the following terms shall have the following definitions, which incorporate by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict specific definitions set forth herein:

Addendum/Addenda refers to any addendum signed by the parties hereto at any time or from time to time referring to this Agreement which specifically identifies the product or service to be provided by DFM to the County and the price, payment terms and other applicable information related thereto.

Computer Hardware refers to any computer, whether a main frame, mini-computer, personal computer or file server, and related computer peripheral equipment and accessories.

Computer Hardware Vendor refers to the corporation or other entity which manufactures or supplies the Computer Hardware.

Consulting Services refers to any or all of the services which DFM is capable of and willing to provide to the County, including consultation with the County regarding its data processing and information systems.

DFM Software refers to and includes any or all software systems developed by DFM, which DFM is willing to provide to the County.

File Maintenance refers to the ability to update a database.

Initial Installation Fee refers to the fee to be paid by the County to DFM for the initial installation of any Specified DFM Software and/or any Specified Computer Hardware.

Lease Term refers to the term of the lease between the County and DFM regarding the County's right to use any DFM Software and/or to utilize any Consulting Services. The initial Lease Term will be set forth on the Addendum to this Agreement.

Manuals refers to any documents, reports, instructions or writings, and any annotations thereto, that explain or depict, generally or in detail, any aspect of any particular DFM Software, including but not limited to, all procedures and workings thereof, and the Manuals may be on any format, including hard copy, on disk or on CD-ROM or any other media.

Monthly Fee refers to the monthly charge by DFM to the County for the right of the County to use any Specified DFM Software or to utilize any Specified Consulting Service.

Programs refers to all programs, sets of instructions and statements to be used directly or indirectly on the Computer Hardware to facilitate, directly or indirectly, the use(s), maintenance or enhancement of any particular DFM Software.

Software Enhancement refers to the addition of a new DFM Software Subsystem or the revision of any existing Subsystem for any particular DFM Software.

Software Maintenance refers to the maintenance of the Programs and the resolution of any problems with respect to any Programs concerning internal coding and operation thereof. The term Software Maintenance is meant to include those modifications, additions and revisions of any particular DFM Software mandated by new legislative enactments.

Software Release refers to the most recent revision of any particular DFM Software.

Specified Consulting Service refers to any particular Consulting Service identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified DFM Software refers to any particular DFM Software identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified Operating System Software refers to the operating system software provided by a third party vendor for the Computer Hardware used by the County on which the Specified DFM Software will operate.

Subsystem refers to any portion of any particular DFM Software which is related to a specific functional area within the department of the County which is using the Specified DFM Software pursuant to this Agreement.

Third Party Software refers to any software, the rights of which are owned or held by an corporation or entity other than DFM.

Third Party Software Vendor refers to any corporation or other entity which has authorized DFM as a reseller or grants DFM the right to use and/or sublicense its software or which licenses the County directly to use its software.

ARTICLE 2.
Not Used

ARTICLE 3.
RIGHT TO USE DFM SOFTWARE

All of the following provisions of this Article 3 shall apply to the lease of any Specified DFM Software by the County from DFM unless expressly modified or supplemented by the DFM Software Addendum.

3.1 DFM Software Addendum. DFM agrees to lease to the County, on a non-exclusive basis, the DFM Software identified on a DFM Software Addendum. The Specified DFM Software and all prices and payment terms with respect thereto shall be set forth on the DFM Software Addendum except to the extent any such provisions are covered by Article 3 or elsewhere in this Agreement. The County shall have no right to use any DFM Software unless and until the DFM Software Addendum has been signed on behalf of the County and DFM, and then, in such event, the County's rights are limited to the use and/or lease of the Specified DFM Software on the terms set forth herein and therein. The County's rights to use any Specified DFM Software are governed and restricted by the terms of this Agreement.

3.2 Installation of the Specified DFM Software. On or before the installation date set forth on the DFM Software Addendum, or as agreed to by the parties, DFM shall install the DFM Software. The DFM Software shall be deemed to have been installed when the County is able to log into the EIMS and perform maintenance and look-up functions on its core databases.

3.3 Initial Installation Fee. The initial installation fee for any Specified DFM Software will be set forth on the DFM Software Addendum.

3.4 Monthly Fee. The initial Monthly Fee for the right to use any Specified DFM Software will be set forth on the DFM Software Addendum applicable thereto. As consideration for the non-exclusive right to use the Specified DFM Software, the County agrees to pay DFM the Monthly Fee within thirty (30) days after receipt of a correct invoice. Unless otherwise provided on the DFM Software Addendum, the Monthly Fee for the first full month of any Lease Term shall be paid at the time any Specified DFM Software has been installed. If any rental payment date falls on a day of the month other

than the first day of such month, or if any rental payment is for a period which is shorter than one month, the rental for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to one-thirtieth (1/30) of the then current Monthly Fee.

3.5 Right to Use the Specified DFM Software. DFM grants to the County the nonexclusive right to lease and use the Specified DFM Software on the terms and subject to the conditions set forth in this Agreement. The County's right to use and lease any Specified DFM Software specifically excludes the right to sublicense, assign, sublease or otherwise transfer the Specified DFM Software and/or any of the County's rights hereunder or therein.

3.6 DFM Software Releases. DFM shall provide the County with all Software Releases for the Specified DFM Software within one hundred twenty (120) days after the new Software Release becomes generally available to other DFM customers. The cost of the Software Releases is included in the Monthly Fee. Installation of the DFM Software Releases will be coordinated by DFM and a designated representative of the County.

3.7 Authorized Maintenance. All Software Maintenance, Software Enhancements and Software Releases shall be provided and installed by employees or authorized agents of DFM.

3.8 Post Installation Services. DFM agrees to provide the County with post-installation services as follows:

(a) DFM agrees to provide maintenance of the Specified DFM Software to correct program errors and to use good faith reasonable efforts to correct compatibility problems among such Computer Hardware, Specified DFM Third Party Software and the Specified DFM Software, the cost of which is included in the Monthly Fee for such Specified DFM Software; and

(b) DFM agrees to provide Software Releases covering applicable legislative changes and enactment of new laws applicable to such Specified DFM Software within a timeframe mutually agreed upon by both Parties to the Agreement, the cost of which is included in the Monthly Fee. Such releases shall be provided no later than 30 days after the effective date of regularly enacted legislation or no later than 90 days from the effective date of urgency legislation.

3.9 Training. DFM agrees to provide the County with the following training services with respect to any Specified DFM Software:

(a) DFM will establish, with the help of a designated representative of the County, which users will participate in training and on which subsystems.

(b) DFM will develop a training schedule with sufficient training to allow the department or agency of the County which will have primary responsibility for using the Specified DFM Software to operate it.

(c) DFM will conduct the actual training sessions, including "hands on" and formal classroom training, with the initial training to be on-site at the County's facilities.

User training costs for any Specified DFM Software are included in the Initial Installation Fee and the Monthly Fee. There are no additional costs for training. As subsystems of any Specified DFM Software are enhanced or changed to conform to new requirements, users will be provided training with respect thereto on an on-going basis. Training with respect to enhanced or changed subsystems can be on-site or regional, depending on the material and individual needs of the users.

3.10 Security Covenants by DFM. DFM and its employees will cooperate with County to ensure that installation and maintenance of DFM software, and DFM's performance of all DFM obligations pursuant to this agreement, takes place securely and in a manner that does not impair the functionality and security of County facilities, networks, systems and data. DFM and its employees shall take no action that compromises the functionality and security of County facilities, networks, systems, or data and shall take all steps reasonably necessary to protect and maintain the functionality and security of County facilities, networks, systems, and data.

3.~~10~~11 Limitation on DFM's Obligations. Notwithstanding any other provision of this Agreement to the contrary, DFM has no duty or obligation to perform any Software Maintenance or to provide the County with any Software Enhancements or Releases, or to provide any training to the County with respect to any Specified DFM Software if the County fails or refuses to utilize the most current revision of the Specified Operating System Software required by DFM; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

ARTICLE 4.
Not Used.

ARTICLE 5.
OBLIGATIONS AND RESPONSIBILITIES OF THE COUNTY

5.1 Access to Facilities. The County shall provide DFM and its employees and authorized agents access to the County's facilities, including the Computer Hardware, and shall provide them with adequate facilities (including a desk, work area and computer), to enable DFM to perform its obligations under this Agreement in an effective, efficient and professional manner. Access shall be provided during the County's usual business hours upon reasonable prior notice except in the case of an emergency when access shall be provided as soon as is reasonably practicable. DFM shall be responsible for any damages caused by DFM personnel as a result of having access to County's facilities.

5.2 Commercial Access. The County shall limit the commercial access to or use of any Specified DFM Software unless County has obtained the prior written approval of DFM, which approval may be conditioned by DFM upon receipt of an acceptable sublicense agreement between the County and the proposed commercial user and the payment to DFM by the County of a reasonable additional license and/or use fee with respect thereto. The County's obligation to limit commercial access or use is expressly restricted to those situations in which the County has actual knowledge of such commercial access or use and the County is not expressly precluded or prohibited by law from enforcing the provisions of this Section 5.2. For purposes hereof, the term "commercial access" means any access to or use of any Specified DFM Software other than (i) by the County for its own internal use in order to fulfill its duties, or (ii) by any person for its non-commercial private use; and "non-commercial private use" means any use or access by such person who is physically present at any County premises for which no consideration is paid, charged or received by the County. It is contemplated that a business which sells or uses the County's Data (as that term is defined in Section 5.4 below) in a commercial enterprise, such as a title company, can be included in the exception described in clause (ii) above to the extent it is physically present at the County's facilities when it is accessing or using the Specified DFM Software to examine the County's Data and/or to update its own data base. The term "physically present" is meant in its literal sense and it is not intended to cover or include off-site access of any kind, including without limitation, off-site access using modems and other communications equipment.

5.3 Specified Operating System Software. The County shall be solely responsible for, and shall pay all costs and expenses associated with, the purchase or license of, and the installation and maintenance of, the appropriate version of the Specified Operating System Software required by DFM at any time or from time to time. The County acknowledges and understands that upgrading of Computer Hardware and of the Specified Operating System Software and any other applications software used in conjunction with the DFM Software will be required from time to time; provided, however, in any event,

DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

5.4 Responsibility for the County's Data. At all times during the term of this Agreement, the County shall retain all ownership rights in the County's Data (as that term is defined below). In addition, notwithstanding any use by the County of any DFM Software in connection therewith, the County shall be solely responsible and accountable for the accuracy and completeness of, all data and information stored by it in any database in any format (hereafter referred to as the "County's Data"), and for any use, publication or other dissemination of the County's Data. If the County uses, publishes or otherwise disseminates, or otherwise allows any access to, any portion of the County's Data, whether before or after it has been manipulated by the DFM Software, and whether or not it is a commercial or non-commercial use, by doing so the County is representing to DFM that it has accepted, ratified and approved the accuracy and completeness of the County's Data and accepts full responsibility for it. The County hereby agrees to indemnify, defend, protect and hold DFM harmless from and against any claims, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and costs, which DFM may incur or suffer arising out of the accuracy or inaccuracy of (which includes omissions to) the County's Data, including, without limitation, claims of any third party who accesses the County's Data using the DFM Software.

ARTICLE 6.
PROPRIETARY ASPECTS OF THE DFM SOFTWARE; CONFIDENTIALITY COVENANTS

6.1 Protection of Confidentiality of DFM Software. DFM has taken reasonable security measures to protect the secrecy and confidentiality of the DFM Software. All employees of DFM and other persons who have designed, developed or programmed all or any portion of the DFM Software, or any software included therein, or who otherwise have knowledge of or access thereto, have been adequately notified that the DFM Software is proprietary to DFM and is not to be divulged, used or exploited except as expressly authorized by DFM in writing.

6.2 Confidentiality Covenants of the County. The County acknowledges and agrees that the DFM Software, and all constituent parts thereof, is valuable only as long as it remains secret and confidential. Accordingly, the County agrees to take all steps reasonably necessary to protect and maintain the confidentiality of all DFM Software and to prevent it from entering the public domain or falling into the hands of others not bound by this Agreement. In furtherance hereof, the County agrees as follows:

(a) The County shall use its good faith reasonable efforts to restrict access to any Computer Hardware running or capable of accessing the DFM Software, and to the DFM Software itself, to prevent unauthorized personnel from acquiring significant or confidential information concerning the DFM Software.

(b) To the extent reasonably practicable, the County shall require all persons who will have access to any DFM Software, to sign on an annual basis a confidentiality agreement, in a form provided by DFM which is acceptable to the County.

(c) The County shall not duplicate or reproduce (except to the extent reasonably required to back-up the Specified DFM Software in the ordinary course of business), in any manner, any DFM Software, or any component or constituent parts thereof, and agrees not to disseminate, display or use any DFM Software, or any component or constituent parts thereof, of any information or material concerning any DFM Software, except as is reasonably necessary for the County to perform its functions using any Specified DFM Software and to comply with the terms of this Agreement.

(d) The County shall notify DFM immediately of any and all unauthorized disclosures, or any suspected unauthorized disclosures of any DFM Software.

6.3 Binding Effect. Notwithstanding the fact that certain employees, agents, contractors, subcontractors or licensees of the County are not parties to this Agreement, the terms and provisions of this Article 6 shall be binding upon the County and all of its officers, employees, agents, contractors, subcontractors and licensees.

6.4 Discovery of Specified DFM Software by Legal Process. If at any time, a party to any litigation involving the processes, function or departments of the County which uses any Specified DFM Software, seeks by way of litigation or legal process to discover information in any way related to any Specified DFM Software, or requires the production of any Specified DFM Software, or any component or constituent part thereof, the County shall promptly notify DFM of such matter as soon as the complaint, subpoena or discovery request has been served on the County or its lawyers, but in no event later than ten (10) days after service thereof. Prior to the time specified in the legal document, court order, subpoena or moving papers for the disclosure of information relating to, or the delivery of all or any portion of any Specified DFM Software, the County shall cooperate with DFM so as to maintain, to the maximum extent reasonably practicable and permitted by law, the confidentiality and secrecy of all Specified DFM Software and to request, if requested by DFM, a protective order of the court or legal forum to avoid further disclosure or divulgence of any matters relating to any Specified DFM Software and to assure the continued protection of the confidentiality thereof. However, such action is to occur only in the event that DFM is unable to make timely intervention into said legal action or

proceeding. DFM shall reimburse the County for all reasonable legal fees and expenses which it incurs resulting from actions it has taken pursuant to this Section.

6. 5 Confidentiality of County Data. Confidential information is defined as all information disclosed to DFM which relates to County's past, present, and future activities, as well as activities under this Agreement. DFM shall hold all such information as DFM may receive, if any, in trust and confidence, except with the prior written approval of County, expressed through its Registrar of Voter. Upon cancellation or expiration of this Agreement, DFM shall return to County all written and descriptive matter which contains any such confidential information, except that DFM may retain for its files a copy of DFM's work product if such product has been made available to the public by County.

ARTICLE 7.
WARRANTIES AND LIMITATIONS

7.1 Limited Warranty _ Specified DFM Software. DFM warrants, for the sole benefit of the County and no other person or entity, that the Specified DFM Software shall be capable of performing the core functions set forth on the DFM Software Addendum related thereto, subject to the limitations set forth in Section 7.2 below and on the Specified DFM Software Addendum. This is DFM's sole express warranty with respect to any Specified DFM Software. Any claim by the County against DFM for breach of its express warranty must be in writing and must be promptly delivered by the County to DFM. In the event of any breach of DFM's express warranty, the County's sole and exclusive remedy against DFM, and DFM's sole and exclusive liability to the County, shall be that DFM, at its sole cost and expense, shall exercise good faith (for all purposes of this Agreement, the term "good faith" shall have the same meaning as that term is defined and used in California Commercial Code Section 2103(1)(b)) reasonable efforts to provide adequate programming services to correct such inherent defect, as DFM and the County deem necessary or appropriate. Warranty service performed in accordance with this Section shall be performed during normal weekday business hours, excluding DFM holidays. With respect to any reported errors that result or will result in significant interruption of the County's productivity or down time ("Business Impacting Failures"), DFM shall use its best efforts to begin error correction procedures within twenty-four (24) hours after receipt of such report. With respect to any reported errors that do not constitute Business Impacting Failures, DFM shall use its good faith reasonable efforts to begin error correction procedures no later than seventy-two (72) hours after receipt of such report. DFM's sole and exclusive obligation under the foregoing warranty shall be to exercise its good faith reasonable efforts to implement appropriate error corrections in response to notices from the County of such errors.

7.2 Warranty Limitations _ Specified DFM Software. Notwithstanding the warranty provisions set forth in Section 7.1 above, all of DFM's obligations with respect to such warranties shall be contingent upon the County' use of the Specified DFM Software in accordance with this Agreement and in accordance with instructions provided by DFM from time to time, including those set forth in the Manuals, as the same may be amended, supplemented or modified from time to time. DFM shall have no warranty obligation:

(a) With respect to any portion of the Specified DFM Software which has been:

(i) Operated by the County or its employees, agents, contractors, subcontractors or licensees in a manner inconsistent with the requirements set forth in the Manuals or elsewhere, or that has been modified by any party other than DFM;

(ii) Damaged in any manner by any cause other than any act or omission of DFM;

(iii) Operated or maintained in environmental conditions outside the parameters designated by DFM in the Manuals or elsewhere;

(iv) Subjected to extreme power surges or electromagnetic field(s);

(v) Reinstalled without the prior written consent of DFM; or

(vi) Determined by DFM to have an error or defect, which fact is conveyed to the County together with supplemental instructions on how to avoid or circumvent the error or defect, and the County fails or refuses to follow the supplemental instructions.

(b) As a result of or in any way connected with any error or defect in the Specified Operating System Software and/or any application software provided by any Third Party Software Vendor; provided, however, in such event, DFM will use its good faith reasonable efforts to resolve the problem to the extent that a resolution is reasonably available by reprogramming the DFM Software;

(c) As a result of or in any way connected with the County's failure or refusal to use the Specified Operating System Software or to upgrade its Computer Hardware as requested by DFM; or

(d) As a result of or in any way connected with any of the County's Data.

7.3 Disclaimer of Warranties _ Specified DFM Software. DFM DOES NOT REPRESENT OR WARRANT THAT THE SPECIFIED DFM SOFTWARE WILL BE FREE FROM ERRORS OR THAT ALL ERRORS IN ANY SPECIFIED DFM SOFTWARE WILL BE CORRECTED.

THE WARRANTY STATED IN SECTION 7.1 IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY DFM. THERE ARE NO OTHER WARRANTIES RESPECTING THE SPECIFIED DFM SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7.

7.4 Limitation on Liability and Remedy _ Specified DFM Software. THE COUNTY ACKNOWLEDGES THE COMPLEXITY AND INTERRELATIONSHIPS OF EACH OF THE COMPONENT AND CONSTITUENT PARTS COMPRISING ANY SPECIFIED DFM SOFTWARE. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE MONTHLY FEE WHICH DFM IS CHARGING FOR ANY SPECIFIED DFM SOFTWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF ANY SPECIFIED DFM SOFTWARE. ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING, LEASING OR USE OF ANY SPECIFIED DFM SOFTWARE; PROVIDED HOWEVER THAT DFM SHALL BE RESPONSIBLE FOR SUCH INCIDENTAL (BUT NOT CONSEQUENTIAL) COSTS AND EXPENSES ARISING IN CONNECTION WITH ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS AS SET FORTH IN ARTICLE 8 BELOW.

7.5 Not used.

ARTICLE 8.
HOLD HARMLESS _ COPYRIGHTS, PATENTS AND LICENSES

8.1 Indemnification by DFM. DFM, at its own expense, shall indemnify, defend, protect and hold the County harmless against any claim which may be brought against the County or its officers, agents or employees, to the extent that it is based on a claim that the County's use of the Specified DFM Software pursuant to this Agreement, or any of its components or constituent parts leased or licensed hereunder, infringes any patent, copyright, license or trade secret of any third party, and in such event, DFM shall pay all of those costs and damages, including expenses and reasonable attorneys' fees, finally awarded against the County or any of its officers, agents or employees attributable to such claim. Control of the defense, including all negotiations and discussions regarding compromise and settlement, shall be vested in DFM, but shall be with the advice and consent of the County. The obligations of DFM set forth in this Section are conditional upon compliance by the County with all of the provisions set forth in Sections 8.2 through 8.4 below.

8.2 Notice of Claims. The County covenants and agrees to provide DFM with written notice of any actual, threatened or potential infringement claim within thirty (30) days of notice thereof by or to the County.

8.3 Remedial Action. If, in the opinion of DFM, the Specified DFM Software or any of its components leased to the County is likely to or has become the subject of a claim of infringement of patents, copyrights, licenses or trade secrets of any third party, then, without diminishing DFM's obligations to satisfy the final award, DFM may, at its option and expense, either (i) obtain the right for the County to continue to use the Specified DFM Software and its components leased hereunder, or (ii) substitute for the allegedly infringing components other equally suitable components mutually satisfactory to the County and DFM.

8.4 Disagreement. If there is any disagreement between the parties hereto as to the compatibility of the non-infringing software and/or components, such disagreement shall be decided by arbitration as provided in Article 12 below.

ARTICLE 8B
HOLD HARMLESS IN GENERAL AND INSURANCE

8B.1 Hold Harmless/Defense/Indemnification. To the full extent permitted by law; DFM and County shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

8B.2 Insurance. DFM shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, DFM shall provide workers' compensation insurance for the

performance of any of DFM's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident of bodily injury or disease, all with a waiver of subrogation. DFM shall provide County with certification of all such coverages upon request by County's Risk Manager.

(b) Liability insurance. DFM shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better:

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 DFM or any officer, agent, or employee of DFM under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement 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 DFM owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph 8B2.b.1, above. If DFM or its employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, DFM shall provide evidence of personal auto liability coverage for each such person upon request.

3. Cyber Liability Insurance. DFM shall maintain Cyber liability insurance, with limits not less than TWO MILLION DOLLARS ($2,000,000) per occurrence or claim, TWO MILLION DOLLARS ($2,000,000). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by DFM in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as

well as credit monitoring expenses.

(c) Certificates. All insurance coverages referenced in subsection (b), above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by DFM with the Registrar of Voters prior to commencement of performance of any of DFM's duties; shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced above and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in subsection (b)(2) above DFM shall also file with the evidence of coverage an endorsement from the insurance provider naming County, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of DFM 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 DFM 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. Upon request of County's Risk Manager, DFM shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of DFM 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 DFM shall procure a bond

guaranteeing payment of losses and related investigations, claims administration and defense expenses.

ARTICLE 9.
TERM

The initial Lease Term for any Specified DFM Software shall be set forth on the Addendum applicable thereto.

ARTICLE 10.
RIGHT TO TERMINATE OR SUSPEND PERFORMANCE; BREACHES

10.1 Non-Appropriation of Funds. The continuation of this Agreement, as it relates to any Specified Consulting Service or to any Specified DFM Software after June 30th of the County's fiscal year, is subject to appropriation by the County's Board of Supervisors for the necessary funding hereof. In the event of non-appropriation of funds for the Monthly Fee, or any other consideration payable to DFM hereunder, this Agreement will automatically and immediately terminate on June 30th of the then-current County fiscal year end as to any Specified Consulting Service and the Specified DFM Software for which no appropriation was approved. However, in no event shall this Agreement be terminated, as provided in this Section, for the purpose of replacing any Specified Consulting Service and/or any Specified DFM Software. Any attempt by the County to replace any Specified Consulting Service and/or any Specified DFM Software prior to the expiration of the term set forth in the Addendum applicable thereto, shall be deemed to be a material breach by the County of this Agreement and the damages to which DFM will be entitled as a result thereof shall assume, for these purposes, that the County had fully appropriated all funds for the particular Consulting Service and/or the Specified DFM Software for the full term set forth in the Addenda related thereto. Any permissible termination of this Agreement pursuant to this Section shall not relieve the County of its obligations set forth in Article 6 above.

10.2 County Breaches. For purposes of this Agreement, the term "County Breach" or "County Breaches" means any one or more of the following events, acts or occurrences:

(a) Any breach by the County, or any of its officers, employees, agents, contractors, subcontractors or licensees, of any of the provisions of Article 6; provided, however, instead of terminating the Agreement, DFM, in its sole and absolute discretion, may give notice to the County of the breach, demanding adequate assurances from the County that it will protect the proprietary interest of DFM and remedy all prior breaches. In the event that the County fails to provide such adequate assurances and to remedy such

breaches within seventy-two (72) hours of receipt of the notice ("Suspense Period"), the Agreement will automatically terminate as if no demand for adequate assurances had been made. For purposes of this Section, the parties agree that the Suspense Period is reasonable based on the proprietary interest to be protected by DFM and the interest of the County to continue the right to use any Specified DFM Software.

(b) Any modification of any DFM Software which is accomplished or undertaken by the County, its employees, or its authorized agents subject to this Agreement other than DFM or its employees or authorized agents, shall give DFM the right to terminate the Agreement, or any portion thereof related to the Specified DFM Software which was subject to the unauthorized modification.

(c) Any breach by the County of any of its monetary obligations to DFM, in which event DFM shall have the right, at any time after thirty (30) days prior written notice, to suspend its performance under this Agreement and, if the County Breach continues for an additional thirty (30) days, then DFM may, at its option, terminate the Agreement, or any portion thereof related to the Specified Consulting Service or Specified DFM Software which was involved in such breach.

(d) Any material breach by the County of any of its other obligations under this Agreement (other than those obligations described in subparagraphs (a) through (c) above), which continues for a period of thirty (30) days after written notice thereof from DFM specifying the nature of the breach and the curative action, if any, which must be taken, in which event the provisions of Section 10.4 shall become applicable at the expiration of the thirty (30) day period if the breach has not been fully cured at that time.

Subject to the provisions of Section 10.4 below, the remedies in favor of DFM set forth in this Section 10.2 are not exclusive and DFM shall have the right to pursue any other remedy to which it may be entitled.

10.3 Debilitating Event. Any of the following events, which occurs with respect to DFM, shall be deemed to be a "Debilitating Event" and shall cause this Agreement to be modified immediately upon notice to the County of such Debilitating Event and shall cause the Agreement to terminate automatically two hundred forty (240) days thereafter:

(a) Any assignment by DFM for the benefit of its creditors; or the entry of a court order appointing a receiver or trustee for all or substantially all of DFM's assets or properties, which order shall not be vacated, set aside or stayed within sixty (60) days from the day of entry of said court order; or the filing by DFM of a petition in bankruptcy or the commencement of any similar proceeding under any law for the relief of debtors by or against DFM; or

(b) Any permanent cessation by DFM of its business, which is not succeed to by a successor in interest; or

(c) Any voluntary termination or dissolution of DFM pursuant to which the rights of DFM under this Agreement have not been transferred to a successor in interest.

10.4 Transition Period. For purposes of this Agreement, the term "Transition Period" shall mean the sixty (60) day period immediately following the occurrence of a County Breach other than a County Breach related to the payment of money to DFM, or two hundred forty (240) days following the occurrence of a Debilitating Event, whichever is applicable. This Agreement shall continue, and all obligations of the parties hereunder shall remain, in full force and effect during the Transition Period subject only to legal impairments on the ability of DFM to perform if the Transition Period arises as a result of a Debilitating Event. Provided, however, in no event shall the Transition Period extend beyond the expiration of the term of this Agreement.

10.5 Obligations of the County At Expiration of Transition Period.

(a) Immediately upon the termination of this Agreement, the County shall return to DFM any and all tangible manifestations of any DFM Software previously delivered by DFM to the County, and any copies, duplicates or reproductions thereof, whether authorized or not.

(b) In the event of the occurrence of a Debilitating Event, the County shall be permitted to continue to use any Specified DFM Software during the Transition Period; provided, however, DFM will not provide any Software Maintenance, Software Enhancements or Software Releases during such period of time; and, provided, further, the obligation of the County to pay the Monthly Fee shall be reduced to an amount equal to eighty percent (80%) of the applicable Monthly Fee which would otherwise be applicable during such period.

10.6 Option to Purchase the Specified DFM Software. In the event of the termination of this Agreement as related to any Specified DFM Software, where such termination is as the result of a Debilitating Event, but only in such event, the County shall have the right and option to purchase the copy of the Specified DFM Software (including a copy of the source code) which it has installed on its Computer Hardware ("Software Purchase Option") on the terms and subject to the conditions set forth in this Section:

(a) In order to exercise its option pursuant to this Section, the County must deliver to DFM written notice ("Option Notice") of its intent to exercise the Software

Purchase Option, specifying the Specified DFM Software which it desires to purchase, and it must deliver the Option Notice to DFM prior to the expiration of the Transition Period.

(b) The Purchase Price (as that term is defined below) is payable in cash in full not later than thirty (30) days after receipt by DFM of the Option Notice.

(c) The Purchase Price shall be equal to sixty (60) times the then applicable Monthly Fee for the Specified DFM Software which is the subject of the Software Purchase Option if the termination is during the first year after the commencement of the initial term of this Agreement as it is related to such Specified DFM Software, forty-eight (48) times the then applicable Monthly Fee if the termination is during the second year of the initial term, and thirty-six (36) times the then applicable Monthly Fee if the termination is at any other time.

(d) The Software Purchase Option is personal to the County and may not be sold or assigned. Strict compliance by the County with all of the provisions of this Section is required. Failure to strictly comply with the time frames shall cause the Software Purchase Option to terminate.

10.7 Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving thirty (30) days prior written notice to the defaulting party in the manner set forth in Section 13.2. County hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of County for cause.

ARTICLE 11.
NO JOINT VENTURE

Nothing contained in this Agreement, or in any Addenda, shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth herein, no party by virtue of this Agreement or any Addenda is authorized as an agent, employee or legal representative of any other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

ARTICLE 12.
INJUNCTIVE RELIEF

Notwithstanding any provision of this Agreement or of any Addenda to the contrary, either party shall have the right to seek and obtain injunctive relief against the other party from any judicial or administrative authority having jurisdiction, including any superior court of the State of California or any federal district court.

ARTICLE 13.
MISCELLANEOUS PROVISIONS

13.1 Permits and Licenses. DFM and all of its employees and agents shall secure and maintain in force such license and permits as are required of DFM by law in connection to the furnishing of equipment, materials or services necessary for DFM's performance under this Agreement.

13.2 Notices. All notices, requests, demands and other communications required or contemplated hereunder shall be in writing, shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed to have been given upon the earlier of (a) the date of personal delivery to the person to receive such notice at the address indicated below or (b) if mailed to the person to receive such notice at the address indicated below, four (4) business days after the date of posting by the United States Post Office as evidenced by the execution of the return receipt. The parties addresses, for all purposes hereof, are as follows:

If to DFM:
DFM Associates
10 Chrysler
Irvine, California 92618
Attn: Thomas G. Diebolt, President

If to the County:
Napa County
c/o John Tuteur
Assessor-Recorder-County Clerk
1125 3RD St First Floor
Napa CA 94559

Notice of change of address shall be given by written notice but shall not be deemed effective until it has been given in the manner detailed in this Section.

13.3 Attorneys' Fees and Litigation Costs. If any suit, legal proceeding, arbitration or other action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover

its reasonable attorneys' fees and other costs incurred in such proceeding or action, in addition to any other relief to which it may be entitled.

13.4 Not used.

13.5 Assignment. The County and DFM shall not be entitled to assign this Agreement or any of its rights or interest in this Agreement, including any rights or interests in any Addenda. This Agreement contemplates a license between DFM and the County without any right to license, sublicense, assign or sublease. Except as provided herein, this Agreement shall be binding upon the parties hereto and their respective successors and assigns.

13.6 Captions. The captions of the sections and subsections of this Agreement are included for reference purposes only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope or intent of the particular provision to which they refer.

13.7 Gender; Singular and Plural Number. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. Also, the singular shall include the plural number where the context so requires and vice versa.

13.8 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. In the event of any ambiguity in or dispute regarding the interpretation of this Agreement, or any provision hereof, the interpretation of this Agreement shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the party who is the draftsman of this Agreement.

13.9 Partial Invalidity and Severability. If any provision of this Agreement shall be held or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever; provided, however, if any provision of this Agreement relating to the payment of monies to DFM or any provision of Articles 6, 7, 11 or 13 is found to be inoperative or unenforceable for any reason, then in such event, such provision shall not be severed from

or read out of this Agreement. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions thereof except as provided in the preceding sentence.

13.10 Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other party, to better evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intents and purposes of this Agreement.

13.11 No Implied Waivers. The failure of either party at any time or from time to time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision.

13.12 Applicable Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of California applicable to agreements made and to be performed wholly within the State of California.

13.13 Counterparts. This Agreement and any Addenda may be executed simultaneously in one or more counterparts, each of which together shall constitute one and the same instrument.

13.14 Entire Agreement; Amendment. This Agreement and all Addenda incorporated herein, and all other agreements, documents or writings required to be delivered in connection herewith, contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. No addition, modification or amendment of or to any term or provision of this Agreement, or to this Agreement as a whole, shall be effective unless set forth in writing and signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above mentioned.

DFM ASSOCIATES, a California Corporation

By: _____
THOMAS G. DIEBOLT
President

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: Deputy County Counsel RKF Date: 4-16-26	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:_____

EIMS™ for Windows SOFTWARE ADDENDUM

WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM THIS ADDENDUM SHALL BECOME A PART OF THAT CERTAIN MASTER AGREEMENT, DATED AS OF _____ ("MASTER AGREEMENT")

EIMS™ is an acronym for Election Information Management System and means the computer software designed by DFM for use in the various processes used to register and manage voters, election officials and polling places as well as the election process itself. EIMS™ includes the EIMS™ Software, the EIMS™ Subsystems, any EIMS™ Enhancement and any EIMS™ Software Releases. EIMS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

10 Core Function: The core function of the EIMS™ is to gather and maintain data for use in the process of registering voters and the processing of elections. The ability of the EIMS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.

20 Description of EIMS™: EIMS™ is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

30 Not used

40 Not used

50 Monthly Lease Fees:

July 1, 2026 – June 30, 2027	$5837.00/month
July 1, 2027 – June 30, 2028	$5837.00/month
July 1, 2028 – June 30, 2029	$5837.00/month
July 1, 2029 – June 30, 2030	$6825.00/month
July 1, 2030 – June 30, 2031	$6825.00/month
July 1, 2031 – June 30, 2032	$6825.00/month
July 1, 2032 – June 30, 2033	$6825.00/month

60 Lease Term: Eighty-four (84) months from July 1, 2026 until June 30, 2033.

70 Incorporation of Master Agreement: The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

DFM ASSOCIATES, a California Corporation

By: _____
THOMAS G. DIEBOLT
President

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: Deputy County Counsel RKF Date: 4-16-26	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:_____

EXHIBIT A

EIMS® for Windows includes the following functional Modules:

Precinct/District

Create and maintain precincts, districts and the relationship between those entities.

Street Guide

Create and maintain street segments and their relationship to precincts.

Office/Incumbent

Create and maintain office types, office definitions, and incumbent data.

Voters

Create and maintain voter registration records. Allows for maintaining active, canceled and inactive voter records. Provides duplicate checking, customer tape generation, and other reporting features.

Affidavit Tracking

Maintains records of affidavits provided to third parties and tracks those subsequently returned.

Officers/Polling Places

Maintain records of polling places, election officers and election night workers. Maintain history.

Election Workspace

Manage Election definitions including contests, candidates and measures. Provides Ballot typing, consolidation, election officer and polling place management for the election. Produce election related mailings and reports. Manage Absentee/Mailed ballot voters.

Petition Checking

Manage petition information, define new petitions, select random samples, provides system directed signature checking.

Resources

Manage county specific information and options.

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1024

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Amendment No. 5 to Agreement No. 200270B with Davis Guest Home, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 5 to Agreement No. 200270B with Davis Guest Home, Inc., to increase the contract maximum by $700,000 for a new contract maximum of $3,500,000 for Fiscal Year 2025-2026, and each subsequent renewal, to provide residential mental health services to clients referred by Health and Human Services Agency. (Fiscal Impact: $700,000 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory)

BACKGROUND

Located in Modesto, Davis Guest Home is the only enhanced board and care facility close to Napa County. Davis Guest Home has proven successful in providing placement to Napa County clients who would otherwise be institutionalized.

Approval of this amendment will increase the contract maximum to accommodate increased utilization, predominantly due to increased numbers of individuals being transitioned out of more costly Institution for Mental Disease (IMD) settings, who can be placed at this lower level of care. Because the number of clients placed at Davis Guest Home varies from year to year, and the demand is unknown in advance, a sufficient contract maximum is necessary in order to provide timely placement of clients in need.

Requested Actions:

1. Approve and authorize Amendment No. 5 to Agreement No. 200270B with Davis Guest Home, Inc., increasing the contract maximum by $700,000 for a new contract maximum of $3,500,000 for Fiscal Year 2025 -2026, and each subsequent renewal, to provide residential mental health services.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Behavioral Health Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This agreement contains a provision for automatic annual renewal. Appropriations have been included in the approved 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, current and future placements in this facility would be in jeopardy due to the inability to pay for client stays.
Additional Information	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 200270B
AMENDMENT NO. 5

THIS AMENDMENT NO. 5 TO AGREEMENT NO. 220270B is effective as of the ____ day of _____, 2026, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as "COUNTY" and **DAVIS GUEST HOME, INC.**, whose mailing address is 1878 East Hatch Road, Modesto, CA 95351, hereinafter referred to as CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about July 1, 2019, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200270B, (hereinafter referred to as "Agreement") for CONTRACTOR to provide residential mental health services to clients referred by COUNTY'S Health and Human Services Agency; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set for herein; and

WHEREAS, as of April 20, 2021, the Parties amended the Agreement to increase the contract maximum to compensate CONTRACTOR for additional residential mental health services; and

WHEREAS, as of July 1, 2021, the Parties amended the Agreement to increase the contract maximum to accommodate the higher facility utilization numbers and additional mental health services; and

WHEREAS, as July 1, 2022, the Parties amended the Agreement to increase the contract maximum in order to accommodate higher facility utilization numbers; and

WHEREAS, as July 1, 2024, the Parties amended the Agreement to increase the contract maximum in order to accommodate higher facility utilization numbers; and

WHEREAS, as of the effective date of this Amendment No. 5, the Parties wish to further amend the Agreement to increase the contract maximum in order to accommodate higher facility utilization numbers due to increased numbers of individuals being transitioned out of other settings.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **Three Million Five Hundred Thousand Dollars ($3,500,000.00)** of which **Seven Hundred Thousand Dollars ($700,000.00)** is increased by virtue of the Amendment No. 5; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to Napa County Agreement No. 200270B as of the date first written above.

DAVIS GUEST HOME, INC.

By: _____
LONNY DAVIS
President

"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: *Jo Ann Iwasaki Parker,* Deputy by e-sign Date: April 6, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1027

TO: Board of Supervisors

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

REPORT BY: Chelsea Stoner, Assistant Deputy Director of Health and Human Services Agency - Behavioral Health

SUBJECT: Authorizing Application to and Participation in the California Health and Human Services Data Exchange Framework and Data Sharing Agreement

RECOMMENDATION

Adopt a Resolution authorizing the Director of Napa County's Health and Human Services Agency to enter into the California Health and Human Services Data Exchange Framework for the Behavioral Health Division, and authorize the Director of Health and Human Services Agency to execute and submit the Single Data Sharing Agreement through the State's signing portal, with authority to add other divisions as they become ready to electronically exchange data through available platforms. (No Fiscal Impact; Mandatory)

BACKGROUND

California Health and Safety Code section 130290 established the California Health and Human Services Data Exchange Framework (DxF) to enable the secure, real-time exchange of health and social services information among specified entities in California, as required by state law.

The DxF is implemented through a Single Data Sharing Agreement and statewide policies and procedures that establish the legal, operational and technical requirements for participation in and exchange of health and social services information among health care and government entities. Participation in the DxF is intended to improve care coordination, strengthen referrals and service continuity, reduce fragmentation across systems and support more timely, safe and effective whole-person care.

Participation in the DxF through the Single Data Sharing Agreement supports HHSA Behavioral Health's compliance with state requirements for secure, real-time data exchange with Medi-Cal managed care plans and other Medi-Cal partners by January 1, 2027. HHSA Behavioral Health will use the existing CalMHSA-supported infrastructure to begin participation, with additional divisions to be added as they become operationally ready for electronic data exchange.

Requested Action:

1. Approve and authorize a resolution allowing HHSA Director of to enter into the California Health and Human Services Data Exchange Framework (DxF) and submit the Single Data Sharing Agreement through the State's signing portal.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2026-___

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE CALIFORNIA HEALTH AND HUMAN SERVICES DATA EXCHANGE FRAMEWORK: SINGLE DATA SHARING AGREEMENT

WHEREAS, California Health and Safety Code § 130290 was enacted in 2021 and establishes the creation of the California Health and Human Services Data Exchange Framework and requires certain data sharing among entities as set forth in California Health and Safety Code § 130290(f) on or before January 31, 2026. California Health and Safety Code § 130290 also provides for the California Health and Human Services Agency to encourage the inclusion of county health, public benefit, and social services as part of the Data Exchange Framework.

WHEREAS, the Data Exchange Framework will be governed by the single data sharing agreement and common set of policies and procedures that require the exchange of certain health information among health care entities and government entities within California.

WHEREAS, Napa County Health and Human Services Agency is authorized to enter into the Data Exchange Framework pursuant to California Health and Safety code section 130290 for the agency as a whole or for specific divisions of the agency.

WHEREAS, Napa County Health and Human Services Agency, desires to enter into the single data sharing agreement with the California Health and Human Services Agency (CalHHS) Center for Data Insights and Innovation initially as to the Napa County Behavioral Health Division only because the Behavioral Health Division has the infrastructure to electronically exchange data through the California Mental Health Services Authority (CalMHSA) electronic platforms.

WHEREAS, Napa County Health and Human Services Agency desires to add other agency divisions to the Data Exchange Framework as the divisions become ready to electronically exchange data through available electronic platforms;

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

1. **Jennifer Yasumoto, Director of Health and Human Services Agency,** (the **"Authorized Signatory"),** is authorized to execute and submit the CalHHS Data Sharing Agreement (DSA) (Attachment "A") via the signing portal provided by the California Health and Human Services Agency as to the Napa County Behavioral Health Services Division.

2. **Jennifer Yasumoto, Director of Health and Human Services Agency,** (the **"Authorized Signatory"),** is authorized to amend and execute the CalHHS Data Sharing Agreement (DSA) (Attachment "A") via the signing portal provided by the California Health and Human Services Agency to add additional HHSA divisions or the agency as a whole as the divisions develop the infrastructure to adhere to the policies and procedures contained in the DSA and to utilize a central electronic data sharing system.

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 _____ of ____, 2026, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSTAIN: SUPERVISORS

ABSENT: SUPERVISORS

By: _____ ,
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: *Jo Ann Iwasaki Parker,* Deputy by e-sign Date: May, 11 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1098

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution Amending the Departmental Allocation List for the Health & Human Services Agency

RECOMMENDATION

Adopt a Resolution amending the Departmental Allocation List for the Health & Human Services Agency. (Fiscal Impact: $520; HHSA Fund; Budgeted; Discretionary)

BACKGROUND

The Health & Human Services Agency, Child Welfare Services, has requested to delete a 1.0 FTE Social Worker I and add a 1.0 FTE Social Worker II. In 2025, Child Welfare Services opted into the Excellence in Family Finding, Engagement, and Support Program which increases the number of foster youths placed with either relatives or non-relative extended family members. These placements minimize trauma related to separation and increase placement stability. Due to the complexity of the approval process for these types of placements, Human Resources agrees that a Social Worker II is needed to support this program.

The increase in salary and benefits for the remainder of the fiscal year is approximately $520 and is covered through salary savings.

Requested Action:

Amend the Department Allocation List for the Health & Human Services Agency, Child Welfare Services Division by deleting 1.0 FTE Social Worker I and adding 1.0 FTE Social Worker II, effective May 23, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Program expansion has led to the addition of more complex duties.
Is the general fund affected?	No
Future fiscal impact:	The annual increase in salary and benefits is approximately $6,650 and will be budgeted accordingly.
Consequences if not approved:	Staff will have to work out of class to take on cases that are too complex for their current classification.
Additional Information	County Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR THE HEALTH & HUMAN SERVICES AGENCY, EFFECTIVE MAY 23, 2026

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

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

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Departmental Allocation List for the Health & Human Services Agency be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective May 23, 2026, the Napa County Board of Supervisors hereby approves the changes to the Departmental Allocation List for the Health & Human Services Agency as set forth in Exhibit "A."

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 19th day of May, 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: April 14, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

Chief Human Resources Officer requests approval to amend the department allocation list as follows:

Department	Budget Unit	Position Control #	Class Title	Effective Date	Change
HHSA Child Welfare	20004-00	NEW	Social Worker II	5/23/26	+1.0
HHSA Child Welfare	20004-00	TBD	Social Worker I	5/23/26	-1.0

*Delete selected Position Control Number upon subsequent vacancy after recruitment.

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Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-861

TO: Board of Supervisors

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

REPORT BY: Elena Guzmán, Staff Services Analyst II

SUBJECT: Revenue Agreements with City of American Canyon, St. Helena, Calistoga and Yountville for GIS services.

RECOMMENDATION

Approve and authorize Amendments to the following Revenue Agreements to provide continued access to the County's Geographic Information System resources and services: Amendment No. 1 to Agreement No. 7975 with the City of St. Helena; Amendment No. 1 to Agreement No. 7976 with the City of American Canyon; Amendment No. 1 to Agreement No. 7977 with the City of Calistoga; and Amendment No. 1 to Agreement No. 8126 with the Town of Yountville. (Fiscal Impact: Revenue Varies, Information Technology Services; Budgeted; Discretionary)

BACKGROUND

Geographic Information Systems (GIS) is a computer system for capturing, integrating, storing, analyzing, sharing and displaying geographically referenced information. This complex data management system requires a significant investment in computer hardware, software, personnel and other resources. County staff were approached by the three cities and Town of Yountville at different times to provide this service to them. In July 2013, the Board approved the following revenue agreements: Agreement No. 7975 with the City of St. Helena, Agreement No. 7976 with the City of American Canyon, and Agreement No. 7977 with the City of Calistoga. Agreement No. 8126 for the Town of Yountville was approved in May 2014.

Today's amendments are backdated to March 24, 2026 and contain new language that replaces outdated language and updates the Service Availability Fee to $1.50 per parcel from $0.45 per parcel.

The cost structure of the agreements is devised in a two-part fee structure. The first part is a Service Availability Fee (SAF). This is a flat fee paid by the Cities and Town to access the County's GIS resources

such as internal web mapping applications and the data warehouse. The revised SAF is based on $1.50 per parcel within the Cities' jurisdictions and is calculated by the total parcels per Cities or Town multiplied by $1.50. For fiscal year 2025/2026, this equates to $3,476 for the City of St. Helena, $8,340 for the City of American Canyon, $2,525 for the City of Calistoga and $1,280 for the Town of Yountville. Napa County will continue to collect the SAF from the Cities and Town each year based on the number of parcels. The second part of the fee structure allows each city to receive additional services from the County's GIS staff based on the actual hours worked and their hourly weighted labor rate.

Requested Actions:

1. Approve and authorize the following Revenue Amendments for continued GIS services:
   a. Amendment No. 1 to Agreement No. 7975 with the City of St. Helena for a maximum of $10,000;
   b. Amendment No. 1 to Agreement No. 7976 with the City of American Canyon for a maximum of $15,000;
   c. Amendment No. 1 to Agreement No. 7977 with the City of Calistoga for a maximum of $10,000;
   d. Amendment No. 1 to Agreement No. 8126 with the Town of Yountville for a maximum of $6,278

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Geographic Information Services, subdivision 4200007
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	ITS must maintain the GIS system on its own behalf regardless of whether the Cities or Town use the system. These agreements provide revenue for usage of the system and reimbursement for expenditures made by the County at the Cities' or Town's requests.
Is the general fund affected?	No
Future fiscal impact:	Automatic renewal clauses were written in the original agreements, and these revenues will continue to be included in the future ITS budgets.
Consequences if not approved:	If not approved, the Cities or Town would not have continued access to the County's GIS system, and the County would not realize the additional revenue in exchange for that access.
Additional Information	County Strategic Initiative: Integrity & Collaboration

ENVIRONMENTAL IMPACT

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

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NAPA COUNTY AGREEMENT NO. 7975
CITY OF ST. HELENA AGREEMENT NO.
AMENDMENT NO. 1

AGREEMENT FOR GIS SERVICES

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 7975 is made and entered into as of this 24th day of March 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF ST. HELENA, a municipal corporation, hereinafter referred to as "CITY";

RECITALS

WHEREAS, on the 1st day of July, 2013, COUNTY engaged CITY in Agreement No. 7975, to provide CITY with GIS services in exchange for CITY paying COUNTY with an equitable share of COUNTY's ongoing costs to provide personnel for the countywide GIS services maintained by COUNTY, and;

WHEREAS, COUNTY and CITY wish to amend the Agreement to replace Exhibit "A" with Exhibit "A-1" to revise the scope of work and Exhibit "B" in its entirety with Exhibit "B-1" to revise the compensation;

TERMS

NOW, THEREFORE, COUNTY and CITY agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 2 "Scope of Services" is amended to read in full as follows:

2. **Scope of Services.** COUNTY shall provide CITY those services set forth in Exhibit "A-1" attached hereto and incorporate by reference herein.

2. Paragraph 3 "Compensation" is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of COUNTY's fulfillment of the promised work, CITY shall pay COUNTY at the rates set forth in Exhibit "B-1", attached hereto and incorporated herein.

(b) Expenses. No travel or other expenses will be reimbursed by CITY except as provided in Exhibit "B-1".

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement "per fiscal year" shall be a total of TEN THOUSAND DOLLARS ($10,000) for services and expense reimbursement authorized pursuant to Exhibit "B-1"; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable

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expenses actually incurred; and provided further that continuation of this Agreement and payment of future years' services by CITY beyond the current and each future fiscal year is dependent upon CITY appropriating sufficient funds for payment of COUNTY's services in such years.

3. Paragraph 17 "Amendment/Modification" is amended to read in full as follows:

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only CITY, through its CITY Council in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A-1". Failure of COUNTY to secure authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

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

5. Except as provided in paragraphs (1) through (4), above, the terms and provisions of the Agreement shall remain in full force and effect as last approved. If there is a conflict between this Amendment and the Agreement or any earlier amendment, this Amendment will govern.

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

CITY OF ST. HELENA

By_ Signed by: Jim McCann 43A64336019949B... _____

Jim McCann, Interim City Manager

"CITY"

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: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: October 17, 2025 PL No. 140991	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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EXHIBIT "A-1"

SCOPE OF WORK

COUNTY shall provide CITY with the following services:

I. DESCRIPTION OF SERVICES

COUNTY shall provide CITY the use of the GIS infrastructure which consists of a spatial data warehouse and GIS applications, web and reporting servers. This infrastructure is used to provide the following GIS services:

- GIS map service publishing and GIS data hosting
- GIS web application hosting, including custom coded applications and configurable web applications, including public notification lists
- **Minor modifications*** to existing GIS web applications
    - *Minor modifications are defined as front end or aesthetic changes or basic web application functions. Examples include adding new data to the web application(s), altering labels, fonts and otherwise cartographic changes. Includes modifications or improvements to existing functionality or tools (widgets).
- Connection to data warehouse (GIS Database) and online resources by online groups or approved County database accounts.
- **Base data*** management, including but not limited to address point creation or change requests, road centerlines, building footprint and parcels updates, CITY limits, zoning and general plan and **public safety data*.**
    - Base data* is defined as data that by nature is reciprocal, geographically covers all jurisdictions and serves as critical information for government operations in each jurisdiction AND the County. The County reserves the right to determine if a particular dataset or map product is or is not "base data".
    - Public safety data* is defined as any GIS dataset related to public safety and by nature is reciprocal, geographically covers all jurisdictions and serves as critical information for emergency response and recovery efforts for both local and County level incidents. Including but not limited to evacuation zones, routes and Wireless Emergency Alerting data (WEA), FEMA flood zones, FHSZ Fire Hazard Severity Zones (FHSZ), Wildland Urban Interface (WUI), Critical Infrastructure Layers (CFI) and Computer Aided Dispatch (CAD) which includes many base layers such as Master Street and Address Guide (MSAG), Public Safety Answering Point (PSAP Boundaries), Emergency Service Numbers and Zones (ESN/ESZ), road centerlines and address points data.
- The services provided do not include GIS desktop licenses or access to ArcGIS Online for CITY. COUNTY's agreement with ESRI prohibits COUNTY from providing such licenses or access to non-COUNTY users. This prohibition extends to online accounts within the COUNTY's organizations (sites) and desktop software licenses, extensions, and add-ins.

II. ADDITIONAL GIS SERVICES

COUNTY shall provide to CITY, upon requests from its CITY Manager or designee, the following GIS services beyond those described in I, above. Such additional GIS services may include, but not be limited to, the following:

- Loading new or non-pre-existing data into the County's GIS database/warehouse

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    - Development of new GIS data or workflow
- Digital and hardcopy map production
- Integration of COUNTY GIS data or map services with CITY applications such as CRW, CITYworks, or other asset management or new permitting software applications
- Custom or requested **spatial analysis*** of any kind
    - Spatial analysis* is defined as the process of examining the locations, attributes, patterns, and relationships of features in spatial data to address a question or gain useful knowledge.
    - A method of advanced spatial modeling that assists with terrain modeling, finding suitable locations and routes, discovering spatial patterns, and performing hydrologic and statistical analysis.
- GIS data creation or maintenance to data not included in the base data*
- Creation of new Web Mapping Applications or web application tools (widgets)
- **Significant Modification*** of Web Mapping Applications
    - Significant modifications* are defined as changes that require custom development of map tools or major overhaul of the applications configuration (backend or hardware). Examples include upgrades or changes of application types (Web App modified to an Experience Builder or Dashboard or other platform). The County reserves the right to determine the level of effort and/or significance of the requested changes.

A CITY representative and COUNTY's Chief Technology Officer or his designee shall jointly develop and mutually agree on a Scope of Work for each such additional project along with a time estimate and the staff resources required as a quote of the estimated fee prior to performance of any such additional work.

Docusign Envelope ID: 408A9F5B-0096-8F99-8005-C3198CA36CD4

EXHIBIT "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

CITY shall compensate COUNTY for the services provided by COUNTY under this Agreement in accordance with the following rates, subject to the annual maximum set forth in Paragraph 3 (c) of the Agreement:

1. Compensation for the services listed in Exhibit "A-1", Section I shall be calculated on a base rate of A DOLLAR FIFTY ($1.50) per parcel within CITY's jurisdiction per fiscal year during the term of this Agreement and any automatic renewal thereof, commencing with fiscal 2025-2026. The base rate consists of non-labor expenses required to maintain the GIS system, such as, but not limited to, hardware and software costs, software maintenance and monitoring tools. The number of such parcels shall be established by COUNTY as of July 1 of each year during the term of this Agreement or any extension thereof and shall be based on COUNTY's GIS parcel database. For fiscal year 2025-2026, the parties agree that the number of such parcels within CITY's jurisdiction shall be deemed to be TWO THOUSAND THREE HUNDRED SEVENTEEN (2,317), resulting in a cost of THREE THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS AND FIFTY CENTS ($3,475.50). The cost shall be payable by CITY to COUNTY annually.

   The base rate of the next Fiscal Year shall be provided to CITY in writing by May 1st of each year during the term of this Agreement or any automatic renewal thereof.

2. Compensation of COUNTY for additional services requested by CITY under this Agreement shall be based on the ITS Weighted Labor Rates, which will be billed and paid on a quarterly basis for each additional project developed under the procedure set forth in Exhibit "A-1", Section II, but not to exceed FIVE THOUSAND DOLLARS ($5,000) per fiscal year thereafter during the term of this Agreement or any automatic renewal thereof, commencing with fiscal year 2025-2026:

Position Title	**Hourly Rate**
GIS Technician (Extra Help)	$26.80
Information Systems Specialist I	$195.82
Information Systems Specialist II	$207.57
Senior Information Systems Specialist	$218.64
Information Systems Manager	$274.99

   ITS Weighted Labor Rates for the next fiscal year shall be provided to CITY in writing by May 1st of each year during the term of this Agreement or any automatic renewal thereof.

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NAPA COUNTY AGREEMENT NO. 7976
CITY OF AMERICAN CANYON AGREEMENT NO.
AMENDMENT NO. 1

AGREEMENT FOR GIS SERVICES

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 7976 is made and entered into as of this 24th day of March 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF AMERICAN CANYON, a municipal corporation, hereinafter referred to as "CITY";

RECITALS

WHEREAS, on the 1st day of July, 2013, COUNTY engaged CITY in Agreement No. 7976, to provide CITY with GIS services in exchange for CITY paying COUNTY with an equitable share of COUNTY's ongoing costs to provide personnel for the countywide GIS services maintained by COUNTY, and;

WHEREAS, COUNTY and CITY wish to amend the Agreement to replace Exhibit "A" with Exhibit "A-1" to revise the scope of work and Exhibit "B" in its entirety with Exhibit "B-1" to revise the compensation;

TERMS

NOW, THEREFORE, COUNTY and CITY agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 2 "Scope of Services" is amended to read in full as follows:

2. **Scope of Services.** COUNTY shall provide CITY those services set forth in Exhibit "A-1" attached hereto and incorporate by reference herein.

2. Paragraph 3 "Compensation" is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of COUNTY's fulfillment of the promised work, CITY shall pay COUNTY at the rates set forth in Exhibit "B-1", attached hereto and incorporated herein.

(b) Expenses. No travel or other expenses will be reimbursed by CITY except as provided in Exhibit "B-1".

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement "per fiscal year" shall be a total of FIFTEEN THOUSAND DOLLARS ($15,000) for services and expense reimbursement authorized pursuant to Exhibit "B-1"; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and

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reimbursable expenses actually incurred; and provided further that continuation of this Agreement and payment of future years' services by CITY beyond the current and each future fiscal year is dependent upon CITY appropriating sufficient funds for payment of COUNTY's services in such years.

3. Paragraph 17 "Amendment/Modification" is amended to read in full as follows:

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only CITY, through its CITY Council in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A-1". Failure of COUNTY to secure authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

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

5. Except as provided in paragraphs (1) through (4), above, the terms and provisions of the Agreement shall remain in full force and effect as last approved. If there is a conflict between this Amendment and the Agreement or any earlier amendment, this Amendment will govern.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

CITY OF AMERICAN CANYON

By Signed by: Jason Holley 94AE12700D8C4A7... _____
Jason Holley, City Manager

"CITY"

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: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: October 17, 2025 PL No. 140992	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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EXHIBIT "A-1"

SCOPE OF WORK

COUNTY shall provide CITY with the following services:

I. DESCRIPTION OF SERVICES

COUNTY shall provide CITY the use of the GIS infrastructure which consists of a spatial data warehouse and GIS applications, web and reporting servers. This infrastructure is used to provide the following GIS services:

- GIS map service publishing and GIS data hosting
- GIS web application hosting, including custom coded applications and configurable web applications, including public notification lists
- **Minor modifications*** to existing GIS web applications
    - *Minor modifications are defined as front end or aesthetic changes or basic web application functions. Examples include adding new data to the web application(s), altering labels, fonts and otherwise cartographic changes. Includes modifications or improvements to existing functionality or tools (widgets).
- Connection to data warehouse (GIS Database) and online resources by online groups or approved County database accounts.
- **Base data*** management, including but not limited to address point creation or change requests, road centerlines, building footprint and parcels updates, CITY limits, zoning and general plan and **public safety data*.**
    - Base data* is defined as data that by nature is reciprocal, geographically covers all jurisdictions and serves as critical information for government operations in each jurisdiction AND the County. The County reserves the right to determine if a particular dataset or map product is or is not "base data".
    - Public safety data* is defined as any GIS dataset related to public safety and by nature is reciprocal, geographically covers all jurisdictions and serves as critical information for emergency response and recovery efforts for both local and County level incidents. Including but not limited to evacuation zones, routes and Wireless Emergency Alerting data (WEA), FEMA flood zones, FHSZ Fire Hazard Severity Zones (FHSZ), Wildland Urban Interface (WUI), Critical Infrastructure Layers (CFI) and Computer Aided Dispatch (CAD) which includes many base layers such as Master Street and Address Guide (MSAG), Public Safety Answering Point (PSAP Boundaries), Emergency Service Numbers and Zones (ESN/ESZ), road centerlines and address points data.
- The services provided do not include GIS desktop licenses or access to ArcGIS Online for CITY. COUNTY's agreement with ESRI prohibits COUNTY from providing such licenses or access to non-COUNTY users. This prohibition extends to online accounts within the COUNTY's organizations (sites) and desktop software licenses, extensions, and add-ins.

II. ADDITIONAL GIS SERVICES

COUNTY shall provide to CITY, upon requests from its CITY Manager or designee, the following GIS services beyond those described in I, above. Such additional GIS services may include, but not be limited to, the following:

- Loading new or non-pre-existing data into the County's GIS database/warehouse

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    - Development of new GIS data or workflow
- Digital and hardcopy map production
- Integration of COUNTY GIS data or map services with CITY applications such as CRW, CITYworks, or other asset management or new permitting software applications
- Custom or requested **spatial analysis*** of any kind
    - Spatial analysis* is defined as the process of examining the locations, attributes, patterns, and relationships of features in spatial data to address a question or gain useful knowledge.
    - A method of advanced spatial modeling that assists with terrain modeling, finding suitable locations and routes, discovering spatial patterns, and performing hydrologic and statistical analysis.
- GIS data creation or maintenance to data not included in the base data*
- Creation of new Web Mapping Applications or web application tools (widgets)
- **Significant Modification*** of Web Mapping Applications
    - Significant modifications* are defined as changes that require custom development of map tools or major overhaul of the applications configuration (backend or hardware). Examples include upgrades or changes of application types (Web App modified to an Experience Builder or Dashboard or other platform). The County reserves the right to determine the level of effort and/or significance of the requested changes.

A CITY representative and COUNTY's Chief Technology Officer or his designee shall jointly develop and mutually agree on a Scope of Work for each such additional project along with a time estimate and the staff resources required as a quote of the estimated fee prior to performance of any such additional work.

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EXHIBIT "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

CITY shall compensate COUNTY for the services provided by COUNTY under this Agreement in accordance with the following rates, subject to the annual maximum set forth in Paragraph 3 (c) of the Agreement:

1. Compensation for the services listed in Exhibit "A-1", Section I shall be calculated on a base rate of A DOLLAR FIFTY ($1.50) per parcel within CITY's jurisdiction per fiscal year during the term of this Agreement and any automatic renewal thereof, commencing with fiscal 2025-2026. The base rate consists of non-labor expenses required to maintain the GIS system, such as, but not limited to, hardware and software costs, software maintenance and monitoring tools. The number of such parcels shall be established by COUNTY as of July 1 of each year during the term of this Agreement or any extension thereof and shall be based on COUNTY's GIS parcel database. For fiscal year 2025-2026, the parties agree that the number of such parcels within CITY's jurisdiction shall be deemed to be FIVE THOUSAND FIVE HUNDRED SIXTY (5,560), resulting in a cost of EIGHT THOUSAND THREE HUNDRED FORTY DOLLARS ($8,340). The cost shall be payable by CITY to COUNTY annually.

   The base rate of the next Fiscal Year shall be provided to CITY in writing by May 1st of each year during the term of this Agreement or any automatic renewal thereof.

2. Compensation of COUNTY for additional services requested by CITY under this Agreement shall be based on the ITS Weighted Labor Rates, which will be billed and paid on a quarterly basis for each additional project developed under the procedure set forth in Exhibit "A-1", Section II, but not to exceed FIVE THOUSAND DOLLARS ($5,000) per fiscal year thereafter during the term of this Agreement or any automatic renewal thereof, commencing with fiscal year 2025-2026:

Position Title	**Hourly Rate**
GIS Technician (Extra Help)	$26.80
Information Systems Specialist I	$195.82
Information Systems Specialist II	$207.57
Senior Information Systems Specialist	$218.64
Information Systems Manager	$274.99

   ITS Weighted Labor Rates for the next fiscal year shall be provided to CITY in writing by May 1st of each year during the term of this Agreement or any automatic renewal thereof.

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NAPA COUNTY AGREEMENT NO. 7977
CITY OF CALISTOGA AGREEMENT NO. 525
AMENDMENT NO. 1

AGREEMENT FOR GIS SERVICES

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 7977 is made and entered into as of this 24th day of March 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF CALISTOGA, a municipal corporation, hereinafter referred to as "CITY."

RECITALS

WHEREAS, on the 1st day of July, 2013, COUNTY engaged CITY in Agreement No. 7977, to provide CITY with GIS services in exchange for CITY paying COUNTY with an equitable share of COUNTY's ongoing costs to provide personnel for the countywide GIS services maintained by COUNTY, and;

WHEREAS, COUNTY and CITY wish to amend the Agreement to replace Exhibit "A" with Exhibit "A-1" to revise the scope of work and Exhibit "B" in its entirety with Exhibit "B-1" to revise the compensation;

TERMS

NOW, THEREFORE, COUNTY and CITY agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 2 "Scope of Services" is amended to read in full as follows:

2. **Scope of Services.** COUNTY shall provide CITY those services set forth in Exhibit "A-1" attached hereto and incorporate by reference herein.

2. Paragraph 3 "Compensation" is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of COUNTY's fulfillment of the promised work, CITY shall pay COUNTY at the rates set forth in Exhibit "B-1", attached hereto and incorporated herein.

(b) Expenses. No travel or other expenses will be reimbursed by CITY except as provided in Exhibit "B-1".

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement "per fiscal year" shall be a total of TEN THOUSAND DOLLARS ($10,000) for services and expense reimbursement authorized pursuant to Exhibit "B-1"; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable

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expenses actually incurred; and provided further that continuation of this Agreement and payment of future years' services by CITY beyond the current and each future fiscal year is dependent upon CITY appropriating sufficient funds for payment of COUNTY's services in such years.

3. Paragraph 17 "Amendment/Modification" is amended to read in full as follows:

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only CITY, through its City Council in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A-1". Failure of COUNTY to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

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

5. Except as provided in paragraphs (1) through (4), above, the terms and provisions of the Agreement shall remain in full force and effect as last approved. If there is a conflict between this Amendment and the Agreement or any earlier amendment, this Amendment will govern.

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

CITY OF CALISTOGA

By Signed by: Mitchell J Celaya III B0F690857FFD43D... _____

Mitchell J. Celaya III, City Manager

"CITY"

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: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: October 7, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_ _____

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EXHIBIT "A-1"

SCOPE OF WORK

COUNTY shall provide CITY with the following services:

I. DESCRIPTION OF SERVICES

COUNTY shall provide CITY the use of the GIS infrastructure which consists of a spatial data warehouse and GIS applications, web and reporting servers. This infrastructure is used to provide the following GIS services:

- GIS map service publishing and GIS data hosting
- GIS web application hosting, including custom coded applications and configurable web applications, including public notification lists
- **Minor modifications*** to existing GIS web applications
    - *Minor modifications are defined as front end or aesthetic changes or basic web application functions. Examples include adding new data to the web application(s), altering labels, fonts and otherwise cartographic changes. Includes modifications or improvements to existing functionality or tools (widgets).
- Connection to data warehouse (GIS Database) and online resources by online groups or approved County database accounts.
- **Base data*** management, including but not limited to address point creation or change requests, road centerlines, building footprint and parcels updates, city limits, zoning and general plan and **public safety data*.**
    - Base data* is defined as data that by nature is reciprocal, geographically covers all jurisdictions and serves as critical information for government operations in each jurisdiction AND the County. The County reserves the right to determine if a particular dataset or map product is or is not "base data".
    - Public safety data* is defined as any GIS dataset related to public safety and by nature is reciprocal, geographically covers all jurisdictions and serves as critical information for emergency response and recovery efforts for both local and County level incidents. Including but not limited to evacuation zones, routes and Wireless Emergency Alerting data (WEA), FEMA flood zones, FHSZ Fire Hazard Severity Zones (FHSZ), Wildland Urban Interface (WUI), Critical Infrastructure Layers (CFI) and Computer Aided Dispatch (CAD) which includes many base layers such as Master Street and Address Guide (MSAG), Public Safety Answering Point (PSAP Boundaries), Emergency Service Numbers and Zones (ESN/ESZ), road centerlines and address points data.
- The services provided do not include GIS desktop licenses or access to ArcGIS Online for CITY. COUNTY's agreement with ESRI prohibits COUNTY from providing such licenses or access to non-COUNTY users. This prohibition extends to online accounts within the COUNTY's organizations (sites) and desktop software licenses, extensions, and add-ins.

II. ADDITIONAL GIS SERVICES

COUNTY shall provide to CITY, upon requests from its CITY Manager or designee, the following GIS services beyond those described in I, above. Such additional GIS services may include, but not be limited to, the following:

- Loading new or non-pre-existing data into the County's GIS database/warehouse

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    - Development of new GIS data or workflow
- Digital and hardcopy map production
- Integration of COUNTY GIS data or map services with City applications such as CRW, Cityworks, or other asset management or new permitting software applications
- Custom or requested **spatial analysis*** of any kind
    - Spatial analysis* is defined as the process of examining the locations, attributes, patterns, and relationships of features in spatial data to address a question or gain useful knowledge.
    - A method of advanced spatial modeling that assists with terrain modeling, finding suitable locations and routes, discovering spatial patterns, and performing hydrologic and statistical analysis.
- GIS data creation or maintenance to data not included in the base data*
- Creation of new Web Mapping Applications or web application tools (widgets)
- **Significant Modification*** of Web Mapping Applications
    - Significant modifications* are defined as changes that require custom development of map tools or major overhaul of the applications configuration (backend or hardware). Examples include upgrades or changes of application types (Web App modified to an Experience Builder or Dashboard or other platform). The County reserves the right to determine the level of effort and/or significance of the requested changes.

A CITY representative and COUNTY's Chief Technology Officer or his designee shall jointly develop and mutually agree on a Scope of Work for each such additional project along with a time estimate and the staff resources required as a quote of the estimated fee prior to performance of any such additional work.

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EXHIBIT "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

CITY shall compensate COUNTY for the services provided by COUNTY under this Agreement in accordance with the following rates, subject to the annual maximum set forth in Paragraph 3 (c) of the Agreement:

1. Compensation for the services listed in Exhibit "A-1", Section I shall be calculated on a base rate of A DOLLAR FIFTY ($1.50) per parcel within CITY's jurisdiction per fiscal year during the term of this Agreement and any automatic renewal thereof, commencing with fiscal 2025-2026. The base rate consists of non-labor expenses required to maintain the GIS system, such as, but not limited to, hardware and software costs, software maintenance and monitoring tools. The number of such parcels shall be established by COUNTY as of July 1 of each year during the term of this Agreement or any extension thereof and shall be based on COUNTY's GIS parcel database. For fiscal year 2025-2026, the parties agree that the number of such parcels within CITY's jurisdiction shall be deemed to be One Thousand Six Hundred Eighty-Three (1,683), resulting in a cost of TWO THOUSAND FIVE HUNDRED TWENTY FOUR DOLLARS AND FIFTY CENTS ($2,524.50). The cost shall by CITY to COUNTY annually.

   The base rate of the next Fiscal Year shall be provided to CITY in writing by May 1st of each year during the term of this Agreement or any automatic renewal thereof.

2. Compensation of COUNTY for additional services requested by CITY under this Agreement shall be based on the ITS Weighted Labor Rates, which will be billed and paid on a quarterly basis for each additional project developed under the procedure set forth in Exhibit "A-1", Section II, but not to exceed FIVE THOUSAND DOLLARS ($5,000) per fiscal year thereafter during the term of this Agreement or any automatic renewal thereof, commencing with fiscal year 2025-2026:

Position Title	**Hourly Rate**
GIS Technician (Extra Help)	$26.80
Information Systems Specialist I	$195.82
Information Systems Specialist II	$207.57
Senior Information Systems Specialist	$218.64
Information Systems Manager	$274.99

   ITS Weighted Labor Rates for the next fiscal year shall be provided to CITY in writing by May 1st of each year during the term of this Agreement or any automatic renewal thereof.

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NAPA COUNTY AGREEMENT NO. 8126
TOWN OF YOUNTVILLE AGREEMENT NO. 2014-394 AMENDMENT NO. 1

AGREEMENT FOR GIS SERVICES

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 8126 is made and entered into as of this 24th day of March 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the TOWN OF YOUNTVILLE, a municipal corporation, hereinafter referred to as "TOWN";

RECITALS

WHEREAS, on the 20th day of May, 2014, COUNTY engaged TOWN in Agreement No. 8126, to provide TOWN with GIS services in exchange for TOWN paying COUNTY with an equitable share of COUNTY's ongoing costs to provide personnel for the countywide GIS services maintained by COUNTY, and;

WHEREAS, COUNTY and TOWN wish to amend the Agreement to replace Exhibit "A" with Exhibit "A-1" to revise the scope of work and Exhibit "B" in its entirety with Exhibit "B-1" to revise the compensation;

TERMS

NOW, THEREFORE, COUNTY and TOWN agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 2 "Scope of Services" is amended to read in full as follows:

   Exhibit "A-1" attached hereto and incorporate by reference herein.

2. Paragraph 3 "Compensation" is amended to read in full as follows:

   3. **Compensation.**

   (a) Rates. In consideration of COUNTY's fulfillment of the promised work, TOWN shall pay COUNTY at the rates set forth in Exhibit "B-1", attached hereto and incorporated herein.

   (b) Expenses. No travel or other expenses will be reimbursed by TOWN except as provided in Exhibit "B-1".

   (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement "per fiscal year" shall be a total of SIX THOUSAND TWO HUNDRED SEVENTY NINE DOLLARS AND FIFTY CENTS ($6,279.50) for services and expense reimbursement authorized pursuant to Exhibit "B-1"; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually

Docusign Envelope ID: 174CCE20-56EA-8009-82A8-C41E01BD69A6

incurred; and provided further that continuation of this Agreement and payment of future years' services by TOWN beyond the current and each future fiscal year is dependent upon TOWN appropriating sufficient funds for payment of COUNTY's services in such years.

3. Paragraph 17 "Amendment/Modification" is amended to read in full as follows:

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only TOWN, through its TOWN Council in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A-1". Failure of COUNTY to secure authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

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

5. Except as provided in paragraphs (1) through (4), above, the terms and provisions of the Agreement shall remain in full force and effect as last approved. If there is a conflict between this Amendment and the Agreement or any earlier amendment, this Amendment will govern.

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

TOWN OF YOUNTVILLE

By_ DocuSigned by: 30FF433FB2BC44F... _____
John Ferons, Public Works Director

"TOWN"

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 *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: October 17, 2025 PL No. 140990	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_ _____

Docusign Envelope ID: 174CCE20-56EA-8009-82A8-C41E01BD69A6

EXHIBIT "A-1"

SCOPE OF WORK

COUNTY shall provide TOWN with the following services:

I. DESCRIPTION OF SERVICES

COUNTY shall provide TOWN the use of the GIS infrastructure which consists of a spatial data warehouse and GIS applications, web and reporting servers. This infrastructure is used to provide the following GIS services:

- GIS map service publishing and GIS data hosting
- GIS web application hosting, including custom coded applications and configurable web applications, including public notification lists
- **Minor modifications*** to existing GIS web applications
    - *Minor modifications are defined as front end or aesthetic changes or basic web application functions. Examples include adding new data to the web application(s), altering labels, fonts and otherwise cartographic changes. Includes modifications or improvements to existing functionality or tools (widgets).
- Connection to data warehouse (GIS Database) and online resources by online groups or approved County database accounts.
- **Base data*** management, including but not limited to address point creation or change requests, road centerlines, building footprint and parcels updates, TOWN limits, zoning and general plan and **public safety data*.**
    - Base data* is defined as data that by nature is reciprocal, geographically covers all jurisdictions and serves as critical information for government operations in each jurisdiction AND the County. The County reserves the right to determine if a particular dataset or map product is or is not "base data".
    - Public safety data* is defined as any GIS dataset related to public safety and by nature is reciprocal, geographically covers all jurisdictions and serves as critical information for emergency response and recovery efforts for both local and County level incidents. Including but not limited to evacuation zones, routes and Wireless Emergency Alerting data (WEA), FEMA flood zones, FHSZ Fire Hazard Severity Zones (FHSZ), Wildland Urban Interface (WUI), Critical Infrastructure Layers (CFI) and Computer Aided Dispatch (CAD) which includes many base layers such as Master Street and Address Guide (MSAG), Public Safety Answering Point (PSAP Boundaries), Emergency Service Numbers and Zones (ESN/ESZ), road centerlines and address points data.
- The services provided do not include GIS desktop licenses or access to ArcGIS Online for TOWN. COUNTY's agreement with ESRI prohibits COUNTY from providing such licenses or access to non-COUNTY users. This prohibition extends to online accounts within the COUNTY's organizations (sites) and desktop software licenses, extensions, and add-ins.

II. ADDITIONAL GIS SERVICES

COUNTY shall provide to TOWN, upon requests from its CITY Manager or designee, the following GIS services beyond those described in I, above. Such additional GIS services may include, but not be limited to, the following:

- Loading new or non-pre-existing data into the County's GIS database/warehouse

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    - Development of new GIS data or workflow
- Digital and hardcopy map production
- Integration of COUNTY GIS data or map services with TOWN applications such as CRW, TOWNworks, or other asset management or new permitting software applications
- Custom or requested **spatial analysis*** of any kind
    - Spatial analysis* is defined as the process of examining the locations, attributes, patterns, and relationships of features in spatial data to address a question or gain useful knowledge.
    - A method of advanced spatial modeling that assists with terrain modeling, finding suitable locations and routes, discovering spatial patterns, and performing hydrologic and statistical analysis.
- GIS data creation or maintenance to data not included in the base data*
- Creation of new Web Mapping Applications or web application tools (widgets)
- **Significant Modification*** of Web Mapping Applications
    - Significant modifications* are defined as changes that require custom development of map tools or major overhaul of the applications configuration (backend or hardware). Examples include upgrades or changes of application types (Web App modified to an Experience Builder or Dashboard or other platform). The County reserves the right to determine the level of effort and/or significance of the requested changes.

A TOWN representative and COUNTY's Chief Technology Officer or his designee shall jointly develop and mutually agree on a Scope of Work for each such additional project along with a time estimate and the staff resources required as a quote of the estimated fee prior to performance of any such additional work.

Docusign Envelope ID: 174CCE20-56EA-8009-82A8-C41E01BD69A6

EXHIBIT "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

TOWN shall compensate COUNTY for the services provided by COUNTY under this Agreement in accordance with the following rates, subject to the annual maximum set forth in Paragraph 3 (c) of the Agreement:

1. Compensation for the services listed in Exhibit "A-1", Section I shall be calculated on a base rate of A DOLLAR FIFTY ($1.50) per parcel within TOWN's jurisdiction per fiscal year during the term of this Agreement and any automatic renewal thereof, commencing with fiscal 2025-2026. The base rate consists of non-labor expenses required to maintain the GIS system, such as, but not limited to, hardware and software costs, software maintenance and monitoring tools. The number of such parcels shall be established by COUNTY as of July 1 of each year during the term of this Agreement or any extension thereof and shall be based on COUNTY's GIS parcel database. For fiscal year 2025-2026, the parties agree that the number of such parcels within TOWN's jurisdiction shall be deemed to be EIGHT HUNDRED FIFTY THREE (853), resulting in a cost of ONE THOUSAND TWO HUNDRED SEVENTY NINE DOLLARS AND FIFTY CENTS ($1,279.50). The cost shall be payable by TOWN to COUNTY annually.

   The base rate of the next Fiscal Year shall be provided to TOWN in writing by May 1st of each year during the term of this Agreement or any automatic renewal thereof.

2. Compensation of COUNTY for additional services requested by TOWN under this Agreement shall be based on the ITS Weighted Labor Rates, which will be billed and paid on a quarterly basis for each additional project developed under the procedure set forth in Exhibit "A-1", Section II, but not to exceed FIVE THOUSAND DOLLARS ($5,000) per fiscal year thereafter during the term of this Agreement or any automatic renewal thereof, commencing with fiscal year 2025-2026:

Position Title	**Hourly Rate**
GIS Technician (Extra Help)	$26.80
Information Systems Specialist I	$195.82
Information Systems Specialist II	$207.57
Senior Information Systems Specialist	$218.64
Information Systems Manager	$274.99

   ITS Weighted Labor Rates for the next fiscal year shall be provided to TOWN in writing by May 1st of each year during the term of this Agreement or any automatic renewal thereof.

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:** 5/19/2026 | **File ID #:** 26-1041

TO: Board of Supervisors

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

REPORT BY: Elena Guzmán, Staff Services Analyst II

SUBJECT: Authorization of Capital Asset and Budget Amendment to expand Storage Area Network capacity

RECOMMENDATION

Authorize the purchase of a capital asset expanding Storage Area Network capacity to support the continued growth of Enterprise Content Management (ECM) data; and approve a Budget Amendment with appropriation authority for Information Technology Services department. (Fiscal Impact: $190,000 Expense; ITS Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Information Technology Services has identified the need to expand the Storage Area Network (SAN) capacity to support the continued growth of Enterprise Content Management (ECM) data for application initiatives requiring the movement, duplication, and retention of large data sets. During prior project planning efforts, budgeted funds allocated for Informatica and Infoverity consulting services should have been at least partially directed toward the acquisition of additional hardware storage infrastructure necessary to support the volume of data required for the project. Due to insufficient available storage capacity, complete data sets could not be fully copied to the network environment, which limited the ability to fully utilize contracted consulting resources earmarked for vendor engagement.

The current ECM storage environment is approaching maximum capacity, increasing the risk of degraded transactional performance, reduced data availability, and operational instability due to limited storage overhead. In addition, constrained capacity increases recovery risk by extending point-in-time restore operations in the event of data corruption or system failure.

While transaction performance remains within acceptable thresholds today, planned initiatives and continued ECM growth will significantly increase storage demands. Future projects will require the ability to store and replicate large production-sized data sets for testing, development, migration, redundancy, and high availability purposes. Adequate storage capacity is therefore a foundational requirement for successful project execution and for the efficient use of future consulting or implementation services.

Failure to approve this expansion will constrain the ECM team's ability to support both current and future services and initiatives. Without sufficient storage infrastructure, projects involving large-scale data movement or replication may experience delays, incomplete implementations, reduced consultant utilization, limitations in testing and validation activities, prolonged recovery times, and increased risk of system degradation or interruptions in document processing. For future initiatives of this nature, dedicated storage resources must be provisioned as part of the project infrastructure requirements.

Requested Actions:

1. Authorize the purchase of Storage Area Network expansion, a capital asset in the amount of $190,000;

2. Approve a budget amendment increasing Capital Asset appropriations in the Information Technology Services budget (4200005-55400) in the amount of $190,000 offset by a decrease in Consulting (4200005-52310) by $175,000; and a decrease in Maintenance-Software (4200005-52515) by $15,000.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Current storage resources are not sufficient to sustain ongoing data growth.
Is the general fund affected?	No
Future fiscal impact:	No future fiscal impact beyond the current fiscal year.
Consequences if not approved:	If not approved, it may result in constrained performance, an inability to support expanding applications, and increased risk of service disruptions.
Additional Information	County Strategic Initiative: Innovation and Learning

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:** 5/19/2026 | **File ID #:** 26-1054

TO: Board of Supervisors

FROM: Brian D. Bordona, Director Planning, Building and Environmental Services

REPORT BY: Jahniah McGill, Environmental Health Program Manager

SUBJECT: Resolution authorizing the submittal of an application for a solid waste local enforcement agency grant in FY 2026-27 through FY 2031-32

RECOMMENDATION

Adopt a Resolution authorizing the submission of an application to the Department of Resources Recycling and Recovery for a solid waste Local Enforcement Agency Grant and authorize the Director of Planning, Building, and Environmental Services to execute all necessary grant documents. (Fiscal Impact: $18,461 Revenue; General Fund; Budgeted; Discretionary)

BACKGROUND

The Solid Waste Local Enforcement Agency (LEA) has been receiving this annual, noncompetitive grant from the Department of Resources Recycling and Recovery (Cal Recycle) annually for more than twenty years. The grant is available again for Fiscal Year 2026-27 and is expected to be available in subsequent grant cycles. The grant funds will supplement the LEA's budget for equipment, supplies, training, and staff costs. CalRecycle requires a Resolution with each grant submittal, per fiscal year. We are requesting authority to submit grant applications and receive funds for future grant cycles through Fiscal Year 2031-32.

Pursuant to Public Resources Code, Section 43230, these grant awards are to be used solely for the support of the solid waste facility permit and inspection programs. These revenues have been included in the recommended Fiscal Year 2026-27 PBES-LEA budget.

Requested Action:

Adopt a Resolution authorizing the submission of an application to the Department of Resources Recycling and Recovery for a solid waste Local Enforcement Agency Grant and authorize the Director of Planning, Building, and Environmental Services to execute all necessary grant documents.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	PBES - Local Enforcement Agency
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Grant funds will supplement the LEA budget for equipment, training, supplies, and staff costs.
Future fiscal impact:	The grant is noncompetitive and is available to all LEA's in the State on an annual and continuous basis. Future fiscal years will be budgeted accordingly.
Consequences if not approved:	Grant funds will not be received to help offset LEA's expenditures.

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 AN APPLICATION FOR A SOLID WASTE LOCAL ENFORCEMENT AGENCY GRANT FOR FY 2026-2027

WHEREAS, funds have been authorized by Public Resources Code Section 43230 and are available from the California Department of Resources Recycling and Recovery (CalRecycle) for grants to Local Enforcement Agencies to support solid waste facilities permit and inspection programs; and

WHEREAS, Napa County is a Local Enforcement Agency and as such is engaged in a solid waste facility permit and inspection program;

NOW, THEREFORE BE IT RESOLVED as follows:

1. The Board of Supervisors of Napa County hereby authorizes the submittal of an application to CalRecycle for a Local Enforcement Agency Grant in Cycle 37 (EA37) for FY 2026/27 and in subsequent grant cycles through FY 2031/2032 ; and

2. The Director of Napa County Planning, Building, and Environmental Services, or designee, is hereby authorized and empowered to execute in the name of the County all necessary applications, contracts, agreements and amendments for the purpose of securing such grant funds and implementing and carrying out the purposes specified in the application.

THE FOREGOING RESOLUTION was duly adopted at the regular meeting of the Board of Supervisors of Napa County, State of California, held this ____day of _____, 2026, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

_____
AMBER MANFREE, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Rebekah Reynolds (via e-sign)* Deputy County Counsel Date: April 16, 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: _____

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1004

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administration Manager

SUBJECT: Agreement with Fraiser Group Investigations

RECOMMENDATION

Approve and authorize Agreement No. 270003B with Michael Frasier, doing business as Frasier Group Investigations, for a term through June 30, 2029 and a maximum compensation of $37,000 per fiscal year, to conduct pre-employment background investigations of prospective employees in the Probation Department. (Fiscal Impact: $37,000 Expense; General Fund; Budgeted; Mandatory)

BACKGROUND

Frasier Group Investigations provides pre-employment investigations of prospective employees in Probation and Juvenile Hall. California Code Section 1029 requires that pre-employment background investigations must be completed for peace officers.

Frasier Group Investigations (FGI) was established in 2003 made up of retired and former law enforcement and public safety offices with extensive investigative experience and training. The contractor provides their service to police, sheriff, probation, corrections and fire service agencies.

Pre-employment background investigations commence for those prospective law enforcement employees considered for employment. There are three (3) background investigation tiers.

Level II investigations are modified pre-employment background investigation for non-direct service public safety personnel, i.e., Cook, Food Service Director, Staff Services Analyst, Probation Administrative Manager. Level III background investigations are for direct service personnel working directly with Adult probationers and Juvenile youth. Level IV background investigations are for direct service personnel requiring out-of-town

or out-of-state overnight travel for FGI.

Every law enforcement candidate receiving either a Level III or Level IV tier will be subject to a thorough background investigation to verify good moral character and identify past behaviors that may indicate the candidate's suitability to perform the duties of the Department position.

Probation sworn officers are required to have these background investigations prior to hiring. These investigations include in-home investigations; background synopsis; subject photograph; interviews with the candidate, relatives and former landlords; collection of degrees; transcripts and other relevant documents.

In addition to regular full-time employees, the Department must conduct background investigations for Extra Help staff. Extra Help staff is primarily for the Juvenile Hall to assist in providing 24-hour staff coverage. The contractor also provides the Probation Department with consultation services as requested by the Department to assist in interpreting the findings.

Requested Action:

Approve and authorize Agreement 270003B with Michael Frasier, doing business as Frasier Group Investigations, with a contract maximum of $37,000 per Fiscal Year, for the term July 1, 2026 through June 30, 2029, with a two-year automatic annual renewal to conduct pre-employment background investigations of prospective employees in the Probation Department.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation and Juvenile Hall (1420000 and 1421000)
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	Probation does not have the resources to provide pre-employment investigations for prospective employees of the department.
Is the general fund affected?	Yes
Future fiscal impact:	The agreement contains an automatic two-year renewal clause which allows the County the option to continue services each fiscal year. Appropriation will be budgeted accordingly.
Consequences if not approved:	The Department would not be in compliance with California Government Code Section 1029. Probation staff do not have the necessary experience or time availability to complete the pre-employment background investigations and would not have accurate information to make wise hiring decisions.

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. 270003B

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 Michael W. Frasier doing business as Frasier Group Investigations, hereinafter referred to as "Consultant," whose mailing address is P.O. Box 1161, Woodland, CA 95776, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain specialized professional services in order to obtain authorized pre-employment background investigations of prospective employees of COUNTY's Probation Department.
B. Consultant's Private Investigator's license number is CA License PI 23160.
C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to

commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2029, 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.

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

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after

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

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

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

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

ARTICLE III – COMPENSATION

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

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

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of THIRTY-SEVEN THOUSAND DOLLARS ($37,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, 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.

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	Michael W. Frasier
Probation Administration Manager	PO Box 1161
212 Walnut Street	Woodland, CA 95695
Napa, CA 94559	

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.

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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 Consultant through its duly authorized officer(s).

Michael W. Frasier,
doing business as Frasier Group Investigations

By Michael W Frasier
MICHAEL W. FRASIER

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: *Douglas Parker (via e-sign)* Deputy County Counsel Date: April 7, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A
SCOPE OF SERVICES

I. Description of Services

Private Investigators are licensed and regulated by the Bureau of Security and Investigative Services within the Department of Consumer Affairs.

Consultant shall provide the following Services only to the extent and in the manner directed by the County:

- Consultant shall conduct pre-employment background investigation services for the County on applications for employment (whether sworn, non-sworn, full-time, or part-time) ("Backgrounds") that County request.

- Consultant shall supply all required forms to applicants to conduct thorough background investigations on applicants for the County. Consultant will provide personal history statements, drug use questionnaires, preemployment questionnaires, releases of information, and other required forms to the applicants for the County. Consultant will collect various personal documents from each applicant, which will be included with the final report and Consultant background forms. (See document list below).

- Consultant provided several "Levels" of Backgrounds that are available to County to choose from, depending on the type of applicant County intends to process, and the amount of time available for hiring the applicant (See Exhibit B). County can notify Consultant at the time of the background request as to the type of Background they wish to conduct on a case-by-case basis.

- Consultant background investigations include a personal interview with the applicant at their residence or by telephone, (depending on the Level) to review all the provided forms for accuracy and completeness and to obtain additional information for the background biography synopsis and verification of information provided by the applicant. In situations where the applicant resides out of the area, County shall have the option to instruct Consultant to conduct the interview over the telephone, rather than in person, to avoid additional travel expenses and time at their option. (See Exhibit B).

- Upon completion of the interview, any "Red Flags" (potentially disqualifying information) will be reported to County, and they will be provided with an opportunity to discontinue the investigation. Discounts on Consultant Compensation will be provided County on discontinue backgrounds and applicant withdrawals, at the discretion of the Consultant.

- Consultant record check request forms shall be sent to police and sheriff's departments in areas where the applicant has lived, worked and/or attended school in the past and present. It is suggested by Consultant that County conduct a parallel Live Scan program, fingerprinting through the California Department of Justice to augment the effectiveness of the background investigation. The Consultant preemployment background investigation completed for County shall meet The California Police Officer Standards and Training (POST) requirements, California Government Codes, ADA, FCRA, HIPAA and other state and federal regulations.

- All of the applicant's personal documents shall be provided to Consultant by the applicant at the time of the background is assigned or will otherwise be requested of the applicant at the time of the interview and during the process. The completed background narrative will include current and past employment history, residential, military, financial, legal, and motor vehicle operation. The transcription of personal contacts, verifications of employment, electronic verifications and conversations with personal references will also be included in the final report, word for word, when possible.

- Consultant shall provide County with the completed background investigation report, along with all the required background forms and documents, within 30 to 40 calendar days of the personal interview.

In performing the Services, Consultant shall request and collect the following documents:

- Birth Certificate
- California Driver's License
- Certificates of Marriage in Decrees of Divorce
- Civil Judgments
- Copies of any Certificates of Training or Achievement
- Copies of any/all Available Performance Evaluations
- Copy of Credit Report, current within thirty days
- DMV Driving Record Print out
- Military Form DD 214
- Official College Transcripts
- Official High School Transcripts
- Proof of Automobile Liability Insurance Coverage
- Selective Service Registration
- Social Security Card
- Traffic Accident Reports
- Two Color Passport Sized Photos
- Any other documents the County wishes to add

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Basic Flat Rates for Background Investigation Services

1. Investigation Level II - $795.00
• Standard Pre-Employment Background Investigation with the applicant interview process conducted over the telephone.
• This Level is sufficient for most applicants, especially if the applicant is already a "known quantity" and/or if a face-to-face interview has already been conducted with the applicant by the agency.

2. Investigation Level III - $895.00
• Pre-Employment Background Investigation with the applicant interview process conducted in person at the applicant's residence or place, including neighborhood contacts.
• Contact with a lateral agency or current employer for review of personnel and Internal Affairs records, etc., when deemed necessary by FGI or the hiring agency, will have an additional cost agreed on by both parties, prior to work being conducted.

3. Investigation with Travel Level IV - $1295.00 – Plus Expenses
• Pre-Employment Background Investigation for applicants involving one or both of the following:
• Travel of more than 200 miles from the Customers Headquarters or main place of business and/or overnight travel.

4. Supplemental Services/Additional Expenses and Discounts
• Mileage will be charged at the current IRS rate from the agency's address to the applicant's residence and return. The same mileage rate would apply if files are requested by the Customer to be reviewed in person. The first 100 miles will be free of charge.
• Any Additional Expenses must be set forth in writing by contractor and approved by customer before they are incurred.
• Discounts will be extended to the Customer on discontinued investigations and applicant withdrawals, and a summary report provided, at the discretion of the Contractor. All travel, and reimbursement rates, must comply with the Customer travel policies.

5. Payment
• Contractor shall invoice Customer at the time the completed investigation has been completed and sent to the customer.
• Payment shall be made (for all undisputed amounts) within thirty calendar days after the Contractor submits an invoice to the Customer for services completed.

P.O. Box 1161
woodland, ca 95695
(530) 419-5141
mfrasier@wavecable.com

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1056

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administrative Manager

SUBJECT: Accept PATH Justice-Involved Round 4 Grant from the Department of Health Care Services

RECOMMENDATION

Accept a grant from the California Department of Health Care Services in the amount of $300,000 to support the implementation of Enhanced Care Management and Community Supports services to correctional facilities. (Fiscal Impact: $300,000 Revenue; General Fund; Budgeted; Discretionary)

BACKGROUND

California Department of Health Care Services (DHCS) released its fourth and final Providing Access and Transforming Health (PATH), Capacity and Infrastructure Transition, Expansion and Development (CITED) funding round with $145.5 million distributed to 153 organizations across 58 counties in California to further support the California Advancing and Innovating Medi-Cal (CalAIM) program development.

Grant funds are exclusively to implement Medi-Cal pre-release services under the CalAIM Justice-Involved Initiative in accordance with state law and California's approved Medicaid 1115 Reentry Demonstration Waiver. Awards were given to organizations that provide Enhanced Care Management (ECM) and Community Supports services including in-person care coordination, case management, housing support, and other vital resources for Medi-Cal members with complex needs. The funding supports capacity building, infrastructure expansion, staffing, program operations, IT needs, and improved systems for monitoring performance and data.

Following a $1.5M PATH 3 award in 2025, the Department is investing in personnel, capacity, and implementation to establish pre-release services. PATH 4 funding will help support these established services.

Requested Action:

Authorize the Chief Probation Officer or designee to accept the $300,000 DHCS PATH 4 grant funding via the online grants portal to provide pre-release Medi-Cal services for youth in Probation's Juvenile Hall.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund, Probation Department
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Pre-release Medi-Cal services for incarcerated persons are mandated. Applying for and accepting a grant to support these services is discretionary.
Is the general fund affected?	Yes
Future fiscal impact:	Although the grant obligation deadline is December 31, 2026, the Department intends to request a formal extension for expenditure. Appropriation will be budgeted accordingly.
Consequences if not approved:	Pre-release services will be fully funded by the General Fund, offset in part by Medi-Cal reimbursements.
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.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1021

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Katherine Bales, Assistant Airport Manager

SUBJECT: Award Construction Contract for North GA Ramp Reconstruction Project, PW26-04, Approve associated Budget Amendment, and Approve Agreement with Mead & Hunt for Construction Management Services

RECOMMENDATION

Award a Construction Contract to Granite Construction Company of Ukiah, California in the amount of $5,545,775; approve and authorize Agreement No. 260352B with Mead & Hunt for Construction Management Services in the amount $602,292 with a term-end date of June 30, 2028; and approve associated Budget Amendment for the total project cost in the amount of $6,509,542 for the North General Aviation (GA) Ramp Reconstruction Project. (Fiscal impact: $6,509,542 Expense; Airport Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The North General Aviation (GA) Ramp was originally constructed in 1958 and has a very poor Pavement Condition Index of 25. The Ramp is approximately 10 acres of failing asphalt and subgrade used for various types of aircraft for transient parking and self-service fueling operations. Such operations account for approximately 7.5% of Airport Revenues. Reconstruction of the North GA ramp will improve pavement conditions for existing transient aircraft parking and does not include any expansion.

On March 25, 2025, the Board of Supervisors (Board) approved creation of Capital Project 25040 and execution of Airport Improvement Grant (AIP) 48, in the amount of $477,720 for design and administration efforts for new pavement and drainage, electrical improvements, Taxiway Alpha entry redesign, and a new aircraft parking plan consistent with FAA standards. On March 24, 2026, the Board approved the plans and specifications and authorized bid-opening for construction efforts. On April 23, 2026, Napa County Public

Works opened bids for the project with the following base-bid results:

CONTRACTOR NAME	BASE BID AMOUNT
Granite Construction	$ 3,011,143
Ghilotti Bros, Inc.	$ 3,059,660
DeSilva Gates Construction	$ 3,104,475
O.C. Jones	$ 3,216,691
Ghilotti Construction	$ 3,488,188
Granite Rock Co.	$ 3,534,243
Mountain Cascade, Inc.	$ 3,583,194
Bay Cities Paving and Grading Inc.	$ 3,781,294.75
Pave-Tech Inc.	$ 3,923,650

Granite Construction is not a local vendor. The Public Contract Code requires construction contracts to be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. The County provided local contractor outreach for this project by publishing the Notice to Contractor in the Napa Register. Also, the County mailed out the Notice to Contractor to various local contractors and sent to the local construction exchanges.

The construction and grant administration portion of the project is eligible for additional entitlement grant funds under the Airport Infrastructure Grant (AIG) program through the Federal Aviation Administration (FAA) in the amount of $3,057,000. The construction project was bid with three alternative options to expand the rehabilitation area based on costs. Airport staff and Mead & Hunt worked to maximize the grant entitlement funds through bid alternates. After consultation with the FAA, they agreed to fund the construction bid alternate #1 under a separate Airport Improvement Grant (AIP) in the amount of $2,590,116. The remaining $862,426 of the Base Bid and Bid Alt. #1 construction, contingency costs, construction management and administration costs will come from the Airport Enterprise Fund, making the total project cost $6,509,542.

Today’s requested actions will finalize the award for proposed construction contract and approve the necessary budget amendment to fully fund the project based upon the lowest, responsible bid.

Requested Actions related to the “North GA Ramp Reconstruction Project”, PW26-04 contingent upon the Federal Aviation Administration’s grant funding approval:

1. Award construction contract in the amount of $5,545,775 to Granite Construction Company of Ukiah, California, for their lowest Base Bid, and authorize the Chair to sign the construction contract;

2. Approve a Budget Amendment for the following (4/5 vote required):

a. Increase appropriations for Intrafund Transfers-out (57900) by $862,426 in the Airport Operations (Fund 5010, Sub-Division 5010000), offset by use of its available fund balance, and

b. Increase appropriations in Project 25040 (Fund 5010, Sub-Division 5010500) for Engineer Services (52145) in the amount of $84,186, Consulting Services (52310) in the amount of $602,292 and Construction Services (52360) in the amount of $5,823,064, offset by Interfund Transfers-in (49900) from the Airport Operations of $862,426 and an increase in revenue from the Federal Aviation Administration (FAA) (43840) of $5,647,116; and

3. Approval of and authorization for the Chair to sign Professional Services Agreement No. 260352B with Mead & Hunt, Inc. in the amount of $602,292 for Construction Management and Observation Services associated with the North GA Ramp Reconstruction Project.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Airport staff has submitted two grant applications to the FAA for the construction contract, professional services agreements for construction management, and administrative costs. The FAA grants are anticipated to be $5,545,775 for eligible costs. The remaining costs will be funded through the Airport Enterprise Fund balance. Conditioned upon receipt of the FAA grant and upon construction contract award, construction of the project will be budgeted in Airport CIP (Fund 50105; Subdivision 5010500; Project No. 25040)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	North GA Ramp pavement, originally constructed in 1958, is failing and unable to sustain current Aircraft Operations in a safe manner. Napa County has entitlement funds under the Airport Improvement Grant (AIG) program of $3,057,000 and Airport Improvement Program (AIP) grant of $2,590,116 for transient ramp repairs.
Is the general fund affected?	No

Future fiscal impact:	We anticipate getting a Federal Grant for this project in FY26-27 and the project will extend into future fiscal years, budgeted in the Airport Enterprise CIP Fund accordingly.
Consequences if not approved:	If not approved, Napa County Airport would not be maintaining its infrastructure as required by the FAA and could lose entitled Grant funds.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act [See Class 2 ("Replacement or Reconstruction") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR 15302].

NAPA COUNTY AGREEMENT NO. 260352B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 19th day of May, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Mead & Hunt, Inc., a Wisconsin Corporation, whose address is 1360 19th Hole Dr. Suite 200, Windsor, CA 95492, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services in order to provide construction management services for the North GA Ramp Reconstruction Project at the Napa County Airport.

B. Consultant was selected in May of 2021 to provide as-needed architectural, engineering, construction management and inspection services for a five-year period after a competitive process conducted pursuant to Request for Qualifications # AIR032101.

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. Time is of the essence in the performance of the scope of services.

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and

expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

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

Consultant shall be entitled to an extension of time to complete performance equal to the length of the suspension unless otherwise agreed to in writing by the parties.

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

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant according to the rates shown in the compensation and fee schedule set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Six Hundred Two Thousand Two Hundred and Ninety-Two Dollars ($602,292.00); 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 Airport 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, Consultant's obligations under paragraph 5.1 shall be limited under Civil Code Section 2782.8 to claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on

County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

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

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such

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

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

7.5 FAA Provisions. Consultant shall comply with the "FAA Provisions" set forth in Exhibit E, attached hereto and hereby incorporated by reference.

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 Airport 2000 Airport Road Napa, CA 94558	Mead & Hunt, Inc. 1360 19th Hole Dr., Suite 200 Windsor, CA 95492

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).

MEAD & HUNT, INC.

By Jeff Leonard Digitally signed by Jeff Leonard DN: CN=Jeff Leonard Reason: I am approving this document Date: 2026.05.01 15:36:41-07'00'
JEFF LEONARD, Vice President

By Alex Radovanovich 2026.05.01 09:53:23-07'00'
ALEX RADOVANOVICH, Civil Engineer/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: *Sabrina S. Wolfson* Deputy County Counsel Date: May 1, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
SCOPE OF SERVICES

The CONSULTANT's scope of work for the Project will be phased as follows (and so referenced)

Phase 1 Pre-Construction Services

Phase 2 Construction Administration Services

Phase 3 Construction Observation

Phase 4 Material Testing

Phase 5 Biological Monitoring Services – *Not in Contract (NIC)*

Phase 6 Post-Construction Services

The scope of work will depend on whether the County includes one or more of the bid alternates in the construction project. Italicized language is added where additional effort is needed for the bid alternates.

** **Denotes additional effort is needed for Bid Alternate 1 efforts***

The services to be provided by CONSULTANT under each of these phases and the associated tasks are described as follows:

PHASE 1 PRE-CONSTRUCTION SERVICES

1.1 PHASE 1 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Phase 1 will consist of the following:

1.1.1 Prepare Contract and Project Setup

The PM and administrative staff will process the contract between the CONSULTANT and the COUNTY. Administrative staff will also setup the internal Project database for finance tracking.

1.1.2 Prepare Schedule

The PM will prepare a coordination schedule upon receiving the Notice to Proceed (NTP) from the COUNTY. This schedule will only show major milestones to facilitate overall coordination of the Project. The Contractor will be responsible for submitting a detailed construction schedule with work activities.

1.1.3 Prepare Project Management Plan (PMP)

The PM will prepare a PMP that will address the following Project elements: Vision and Objectives, Project Team Roles and Responsibilities, Document Distribution Plan, Communications Plan, Quality Control Plan, and Change Management Plan. The PM will use the PMP as a tracking tool for the various elements throughout the Project.

1.1.4 Coordinate CONSULTANT Team

The PM will assign team members to the Project for office CA activities and assign an RPR to the Project for day-to-day field observation activities. The PM will coordinate with the RPR to plan construction activities and identify additional

team members if needed to support the RPR.

1.1.5 Coordinate Subconsultant(s)

The PM will prepare subcontract / work order for the subconsultant(s) upon receiving the NTP from the COUNTY. Once subcontract(s) / work order(s) is/are executed, the PM will coordinate subconsultant work efforts, arrange for airport badges, and discuss site access restrictions and requirements.

1.1.6 Prepare Invoices

The PM will maintain a Project budget spreadsheet to track costs on a monthly basis. At the beginning of each month, the PM will review accrued costs from the previous month and work with accounting staff to prepare invoices for the COUNTY. The invoices will be submitted in accordance with the COUNTY's standard invoice requirements. The invoices will include detailed cost breakdowns referencing the items in this scope of work and indicate percentage complete for each item. The PM will also review subconsultant invoices. It is anticipated that seven (7) invoices will be prepared during Phase 1.

1.1.7 Scope Development

The CONSULTANT will develop a scope of services and fee proposal for the PROJECT and negotiate a scope of services, fee proposal, and agreement for subconsultants.

The CONSULTANT will submit the initial project scope of services electronically to the COUNTY and the FAA for review and comment. The CONSULTANT will revise the scope of services and send it electronically along with a blank fee spreadsheet in Excel format to the COUNTY for establishment of an independent fee estimate as required by *Section 300 – Procurement of Professional Services*, of the AIP Sponsor Guide.

Transmittal to an optional third-party consultant for the independent fee estimate (IFE) will be the responsibility of the COUNTY. The IFE will be a separate contract managed by the COUNTY. The CONSULTANT will not have contact with the IFE consultant.

Once the IFE is complete, the CONSULTANT will provide the cost proposal and the PM will work with the COUNTY to clarify the scope and fee if the project, or any task, is outside of the 10% standard margin as defined in FAA AC 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services,* Section 2.14.3.

COUNTY shall keep a record of negotiations as required by FAA AC 150/5100-14E.

1.2 PHASE 1 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in various meetings and calls during Phase 1. Meetings and communication items will be as follows:

1.2.1 Pre-Mobilization Coordination Meeting

The CONSULTANT will arrange for and conduct a pre-mobilization coordination

meeting. The purpose of this meeting will be to establish initial communication with the CONSULTANT, COUNTY, and Contractor team, and discuss expectations for the Mobilization Element. The meeting is anticipated to be conducted virtually and will be attended by the CONSULTANT, COUNTY, Contractor, and subcontractors. Up to two
(2) members from the CONSULTANT team will attend (expected to be PM and RPR). As stated herein, it is anticipated that a winter shutdown will occur. The subsequent pre-construction conference will not be scheduled until a known construction start date is established.

1.2.2 Pre-Construction Conference

The CONSULTANT will arrange for and conduct the pre-construction conference. The purpose of this conference is to review FAA and Project-specific requirements prior to commencing construction. The conference is anticipated to be conducted at the Airport and will be attended by the CONSULTANT, MPEG (sub), COUNTY, representatives of FAA Airports District Office (if possible), Contractor, subcontractors, and Airport tenants affected by construction. The conference will include the following sub-tasks:

a. The CONSULTANT will schedule the conference and prepare an agenda to support the meeting, as well as presentation materials to illustrate the Project work areas (as necessary).

b. The CONSULTANT will obtain and review the Project construction schedules from the Contractor prior to presentation at the pre-construction conference. The COUNTY will be provided with copies of the construction schedules.

c. The CONSULTANT will preside at the pre-construction conference, prepare a record of the conference, submit meeting minutes to the COUNTY for review and comment, and distribute the final meeting minutes to attendees. Up to two (2) members from CONSULTANT team will attend (PM and RPR). A representative from the MPEG will also attend.

1.2.3 Quality Control (QC) / Quality Assurance (QA) Workshop

The CONSULTANT will arrange for and conduct a QC/QA workshop in accordance with Project Specification Item C-100. A separate meeting agenda and minutes will be prepared for the QC/QA workshop. The meeting is anticipated to be conducted at the Airport and will be attended by the CONSULTANT, Materials Testing Subconsultant, COUNTY, representatives of FAA Airports District Office (if possible), Contractor, subcontractors, and the Contractor's QC testing firm. Up to two (2) members from the CONSULTANT team will attend (PM and RPR). A representative from the MPEG will also attend.

1.2.4 General Communication with COUNTY and Contractor

The CONSULTANT will communicate with the COUNTY and Contractor throughout Phase 1 as needed via phone calls or email in addition to the meetings listed herein.

1.3 PREPARE PROJECT DOCUMENTATION

The CONSULTANT will review / prepare the following Project documentation:

The CONSULTANT will review the construction contract, which will include checking that the Contractor has provided proof of insurance and the required bonds.

a. The CONSULTANT will assist the COUNTY in preparing NTP letters for both the Mobilization and Construction elements.

b. The CONSULTANT will set up templates for Project documentation on CONSULTANT standard forms or COUNTY-provided forms as applicable. Documentation will include, but is not limited to, submittal review forms, weekly FAA reports, weekly working day reports, RFIs, RFCPs, field directives, contract change orders, non-compliance notices, and applications for payment.

c. The CONSULTANT will assemble and provide the Contractor with CAD files if requested (upon receipt of CONSULTANT-provided disclaimer form signed by Contractor).

* *If Bid Alternate 1 is awarded, additional effort will be required.*

1.4 PREPARE CONSTRUCTION SET

The CONSULTANT will prepare an issued-for-construction plan set. The plan set will be based on the bid set prepared during the design contract, but will also incorporate addenda issued during bid administration, as well as data obtained from Contractor site investigations during the Mobilization Element, such as grade verification and electrical investigation. Significant changes to the plan set beyond the items described herein will not be included. The construction set will be stamped and signed by the Engineer-of-Record responsible for stamping the bid set.

* *If Bid Alternate 1 is awarded, additional effort will be required.*

1.5 PREPARE CONSTRUCTION MANAGEMENT PLAN (CMP)

The CONSULTANT will obtain the Contractor's QC Plan and will subsequently prepare the CMP. The CMP combines data from the QC Plan with information of Project responsibilities from the COUNTY and CONSULTANT. The CMP will outline the submittal requirements and materials testing requirements, as set forth in the construction documents and contained in FAA Advisory Circular (AC) 150/5370-10H, *Standard Specifications for Construction of Airports*. The CMP will summarize the types and frequency of testing required for quality acceptance, in addition to the credentials of those performing the testing. A preliminary copy of the CMP will be submitted to the COUNTY and FAA for approval. After COUNTY and FAA review, the CMP will be revised if needed and issued to the Contractor for use during the Project.

* *If Bid Alternate 1 is awarded, additional effort will be required.*

PHASE 1 DELIVERABLES

1) Pre-Construction Conference Meeting Minutes – electronic files to COUNTY and attendees

2) QC/QA Workshop Meeting Minutes – electronic files to COUNTY and attendees

3) Construction Set – electronic files to COUNTY and Contractor

4) CMP – electronic files to COUNTY, FAA, and Contractor

PHASE 2 CONSTRUCTION ADMINISTRATION (CA) SERVICES

2.1 PHASE 2 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Phase 2 will consist of the following:

2.1.1 Schedule Coordination

Throughout construction, the CONSULTANT will review the weekly progress schedules submitted by the Contractor, and coordinate with the COUNTY and Contractor on tracking overall timeline of the Project. The CONSULTANT will also coordinate with the COUNTY, Contractor, and subconsultants on daily work hours and site access logistics. Up to seventeen (17) weekly progress schedules are anticipated for the Project.

** If Bid Alternate 1 is awarded, seven (7) additional weekly progress schedules are anticipated.*

2.1.2 Coordinate PMP Updates

The PM will continue to coordinate and monitor PMP during Phase 2.

2.1.3 Coordinate CONSULTANT Team

The PM will assign responsibilities to office staff to complete the documentation efforts described herein. The PM will also communicate with the RPR on a regular basis to monitor progress in the field. As part of this effort, the PM will create and maintain a detailed construction checklist for the RPR to keep track of action items, quantities, production rates, and contractor compliance with Plans and Specifications. The PM will also review daily reports prepared by the RPR.

* *If Bid Alternate 1 is awarded, additional effort will be required.*

2.1.4 Coordinate Subconsultant

The PM will coordinate with the MPEG to schedule site visits and tests. The PM will also review field and lab test results and discuss recommendations provided by the subconsultants.

* *If Bid Alternate 1 is awarded, additional effort will be required.*

2.1.5 Prepare Invoices

The PM will continue to maintain the Project budget spreadsheet and prepare invoices as defined in Phase 1. It is anticipated that four (4) invoices will be prepared during Phase 2.

** If Bid Alternate 1 is awarded, two (2) additional invoices are anticipated.*

2.2 REVIEW MATERIAL SUBMITTALS FOR COMPLIANCE

The CONSULTANT will review Contractor-submitted material cut sheets, mix designs, shop drawings, and certificates for compliance with Plans and Specifications. It is expected that up to twenty-eight (28) submittals will be provided by the Contractor for review. The scope assumes each submittal will require one (1) resubmittal due to incomplete or incorrect information by the Contractor. If more than one (1) resubmittal is required due to incomplete or incorrect information by the Contractor, the cost for the CONSULTANT to review the resubmittal will be the responsibility of the Contractor as stated in Specification Item SP-100. The CONSULTANT will also maintain a submittal checklist, and track dates of submission and review.

2.3 PHASE 2 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in various meetings and calls during Phase 2. Meetings and communication items will be as follows:

2.3.1 Weekly Construction Progress Meetings

The CONSULTANT will conduct weekly meetings with the COUNTY and Contractor to discuss safety, schedule, work progress, action items, documentation, and other items as needed to keep construction on track. Subcontractors, subconsultant firms, and FAA representatives may also attend some of the meetings if appropriate. Up to fourteen (14) meetings are anticipated during Phase 2. The meetings are anticipated to be held in-person at a location near the job site. The RPR will attend each meeting in-person (as stated in Phase 3). The PM will also attend each meeting, either in-person or virtually as appropriate for the work being performed that week. The CONSULTANT will prepare an agenda and minutes to support each meeting.

** If Bid Alternate 1 is awarded, seven (7) additional meetings are anticipated.*

2.3.2 Site Visits During Construction

The CONSULTANT will conduct periodic site visits to review Project progress and monitor construction activities through substantial completion of the Construction Element. Up to five (5) site visits are expected during Phase 2. Up to two (2) members from the CONSULTANT team will attend each site visit (typically PM and Engineer II).

** If Bid Alternate 1 is awarded, two (2) additional site visits are anticipated.*

2.3.3 General Communication with COUNTY and Contractor

The CONSULTANT will communicate with the COUNTY and Contractor throughout Phase 2 as needed via phone calls or email in addition to the meetings listed herein.

* *If Bid Alternate 1 is awarded, additional effort will be required.*

2.4 WEEKLY CALENDAR-DAY REPORTS

The CONSULTANT will prepare weekly calendar-day reports tracking contract time and submit to the Contractor for review. The reports will include days charged and documented weather, as well as identification of days not charged due to inclement weather or other

justified delays. Up to fourteen (14) calendar-day reports are anticipated for the Project.

** If Bid Alternate 1 is awarded, seven (7) additional calendar-day reports are anticipated.*

2.5 WEEKLY FAA PROGRESS REPORTS

The CONSULTANT will prepare weekly FAA reports documenting the progress of the Project. The reports will be based on FAA form 5370-1, *Construction Progress and Inspection Report*, and include days charged, weather summary, percent completion, work in progress for current week and following week, summary of material testing, and problem areas if applicable. The CONSULTANT will also attach photographs documenting work completed. The CONSULTANT will sign each report and send to FAA. Up to fourteen (14) weekly FAA progress reports are anticipated for the Project.

** If Bid Alternate 1 is awarded, seven (7) additional weekly FAA progress reports are anticipated.*

2.6 REQUESTS FOR INFORMATION (RFIs)

The CONSULTANT will prepare written responses, as necessary, to Contractor RFIs to clarify design intent. Depending on the RFI, the response may require review of documentation not included in the Contract Documents, as well as coordination with and review by additional CONSULTANT staff, COUNTY, or FAA. Up to ten (10) RFIs are expected for the Project.

** If Bid Alternate 1 is awarded, five (5) additional RFIs are anticipated.*

2.7 GENERAL FIELD COORDINATION

In addition to formal RFIs, the CONSULTANT will respond to various questions and concerns that arise in the field. Depending on the issue, the response may require review of documentation not included in the Contract Documents, as well as coordination with and review by additional CONSULTANT staff, COUNTY, or FAA.

** If Bid Alternate 1 is awarded, additional effort will be required.*

2.8 REQUESTS FOR COST PROPOSALS (RFCPs)

The CONSULTANT will prepare RFCPs if additional work is anticipated or desired, either due to unforeseen site conditions, COUNTY request for additional work, or other reasons as applicable. The RFCP(s) will include a description of change, quantity estimates, and exhibits as needed to illustrate the change. The CONSULTANT will send the RFCP to the Contractor to provide a cost proposal. The CONSULTANT and the COUNTY will then review the cost proposal to determine if it is reasonable and follow up with negotiations, as necessary. The CONSULTANT will communicate the proposed change and cost to the FAA for their concurrence prior to authorizing the work. Depending on the determination, the CONSULTANT will prepare a field directive or change order as described below. Up to seven (7) RFCPs are expected for this Project.

** If Bid Alternate 1 is awarded, five (5) additional RFCPs are anticipated.*

2.9 FIELD DIRECTIVES

The CONSULTANT will prepare field directives as necessary to formalize direction that are not otherwise stated in the Project Plans or Specifications, or in a response to an RFI. Following the RFCP process above, the CONSULTANT will prepare a field directive authorizing the Contractor to proceed with work as described. The field directive will include a description of change, quantity estimates, and the related RFCP as applicable. If the field directive results in a change of quantities or cost, it will be followed with a change order as described below. Up to ten (10) field directives are expected for the Project.

** If Bid Alternate 1 is awarded, five (5) additional field directives are anticipated.*

2.10 CONTRACT CHANGE ORDERS (CCOs)

Following the RFCP and field directive processes, the CONSULTANT will prepare CCOs to formalize the change to the Contract cost. The CCO will consist of both a County-standard form, and a CONSULTANT-prepared form that follows the guidance of FAA Standard Operating Procedure (SOP) 7.00, *Airport Improvement Program Construction Project Change Orders*. The County and FAA forms will include a table of the bid items that changed in quantity, or new bid items that were created to capture the CCO cost. The FAA form will also include additional pages containing the FAA-required justification items in accordance with SOP 7.00. Documentation to support the CCO will be attached to the forms, including but not limited to RFCPs, field directives, Contractor time-and-expense reports, emails, and exhibits. CCOs will be submitted to the COUNTY and Contractor for review and signature and then the FAA forms will be submitted to the FAA by the CONSULTANT or the COUNTY. CCOs that require new design elements are not included in this scope of services. Up to seven (7) County CCOs and four (4) FAA CCOs are anticipated for the Project.

** If Bid Alternate 1 is awarded, up to three (3) additional County CCOs and two (2) FAA CCOs are anticipated.*

2.11 REVIEW OF QC/QA TEST RESULTS

The CONSULTANT will review test results provided by the Contractor and MPEG to determine conformance with the Project Plans and Specifications. If test results are failing, the CONSULTANT will coordinate with the COUNTY and Contractor to establish corrective actions. Depending on the nature of the testing, the CONSULTANT may need to coordinate with the FAA to determine appropriate actions.

** If Bid Alternate 1 is awarded, additional effort will be required.*

2.12 MONTHLY APPLICATIONS FOR PAYMENT

The CONSULTANT will track quantities on a weekly basis, based on RPR daily reports, and share with the Contractor for concurrence. At the beginning of each month, the CONSULTANT will review progress billings submitted by the Contractor, prepare applications for payment using CONSULTANT standard forms, and submit to the COUNTY for processing. The CONSULTANT will maintain a tracking spreadsheet with the bid items, showing work complete for previous periods, current period, and total to date. This spreadsheet will be attached to the application for payment each month. An explanation of

variation between the contract and pay quantities (if any) will be provided. A subcontractor and tracking of DBE payments form will also be assembled and tracked as part of the pay application. FAA eligibility and delineation between FAA eligible portions and COUNTY portions will be delineated on the pay application cover sheet. Up to nine (9) applications for payment are anticipated for the Project.

** If Bid Alternate 1 is awarded, five (5) additional applications for payment are anticipated.*

2.13 SUBSTANTIAL COMPLETION WALK-THROUGH AND DOCUMENTATION

2.13.1 Substantial Completion Walk-Through

The CONSULTANT will schedule and conduct a walk-through with the COUNTY and the Contractor to determine whether the Project has reached substantial completion and verify that the work is in accordance with the Plans and Specifications. The CONSULTANT will document items found to be deficient and will provide the Contractor with a list of those items, as stated in 2.13.2 below. The walk-through will be scheduled to occur at the end of construction when the Contractor is still on-site and can easily mobilize to complete punch list items. The PM and the RPR will attend the walk-through (RPR attendance as described in Phase 3). It is anticipated that a follow-up walk-through will be needed to review punch list items completed after the initial walk-through. The RPR and COUNTY will observe the completed Project during final marking application, and the COUNTY will continue to monitor punch list items if needed after final marking application.

2.13.2 Punch List and Substantial Completion Letter

Prior to the substantial completion walk-through, the PM will coordinate with the RPR to identify punch list items. The CONSULTANT will prepare a punch list to define the deficient items and will continue to add and update items as they are identified and subsequently completed. The CONSULTANT will send each punch list update to the COUNTY and Contractor. Upon completion of the walk-through, the CONSULTANT will prepare a substantial completion letter summarizing the findings of the walk-through and outstanding items remaining for Project closeout; the letter will include the current version of the punch list items. The CONSULTANT will submit this letter to the COUNTY and Contractor.

** If Bid Alternate 1 is awarded, additional effort will be required.*

PHASE 2 DELIVERABLES

1) Review of Contractor Submittals – electronic files to COUNTY and Contractor
2) Weekly Construction Progress Meeting Minutes – electronic files to attendees
3) Weekly Working-Day Reports – electronic files to the COUNTY and Contractor
4) Weekly FAA Progress Reports – electronic files to the COUNTY and FAA
5) RFI Responses – electronic files to the COUNTY and Contractor
6) RFCPs – electronic files to the COUNTY and Contractor
7) Field Directives – electronic files to the COUNTY and Contractor

8) CCOs – electronic files to the COUNTY, Contractor, and FAA

9) Monthly Applications for Payment – electronic files to the COUNTY

10) Punch List and Substantial Completion Letter – electronic files to COUNTY and Contractor

PHASE 3 CONSTRUCTION OBSERVATION

3.1 DAILY CONSTRUCTION OBSERVATION

This task will include construction observation, coordination of material testing during construction, and on-site construction administration for the duration of the Project. A Construction Manager (CM) / RPR will be assigned to this Project. The CM/RPR will have experience with civil improvement projects as required for the Project. The CM/RPR will work with the PM to oversee the construction progress throughout the Project. The duration for the Construction Element is anticipated to be 69 contractual calendar days (68 days for Base Bid and 1 day for Final Marking Application). There will be approximately 30 calendar days between completion of the Base Bid work and the Final Marking Application to allow for a pavement cure period (the exact number of days is dependent on the completion date of asphalt paving and surface treatment). The scope of work assumes Contractor will not work during the cure period. The budget for construction observation has been developed based upon the Contractor working 51 weekday shifts and 6 weekend shifts, with 3 additional days allotted for the CM/RPR (1.5 days) at the beginning and (1.5 days) at the end of construction for set-up and clean-up of field office, for a total of 60 shifts.

The COUNTY has asked to budget less overtime hours than what was assumed in the original scope of work submitted on March 3, 2026. For this revision of the scope, the average length of shift is assumed to be 9.5 hours. This revision of the scope also assumes the RPR 2 mentioned below will be able to cover 6 weekday shifts for the CM/RPR so that the CM/RPR will be able to work the 6 weekend shifts without working 6 days in a given week. This reduces the number of shifts for CM/RPR to 54 shifts.

It is anticipated that the CM/RPR will need support during key-work activities (such as paving operations and electrical installations). The PM will designate supporting RPRs (RPR 2) as necessary to support the CM/RPR in the field. Up to 5 supporting shifts (8 hours) and 6 weekday coverage shifts (9.5 hours) are anticipated for the supporting RPR 2, in addition to the 54 shifts for the CM/RPR.
Additional calendar days are allotted for the Construction Element of the Bid Alternates. The additional days are as follows, Bid Alternate 1 – 47 days, Bid Alternate 2 – 2 days, Bid Alternate 3 – 7 days.

** If Bid Alternate 1 is awarded, 30 additional weekday shifts and 5 additional weekend shifts are anticipated for the CM/RPR, up to 3 additional supporting shifts and 5 additional weekday coverage shifts are anticipated for the supporting RPR.*

The CM/RPR and RPR 2 will perform construction observation services including (as applicable), but not limited to, the following:

a. Prepare daily reports to record the construction history of the Project. The reports will be made available to the COUNTY upon request for review during inspections or visits.

The daily reports will include, but not be limited to, the following information: weather conditions, number of Contractor / subcontractor personnel and major equipment onsite, general location of work, description of work items, estimated quantities, safety items, materials delivered, delays / issues (if applicable), QC/QA tests performed, failed tests (if any) and action taken, instructions to Contractors, record of visitors to Project and verbal or written instructions given, record of telephone conversations and any verbal instructions received or authorizations granted, engineering field force activity and hours worked, and detailed log of work completed throughout the day.

b. Review and check layout and surveys conducted by the Contractor in accordance with the Plans and Specifications.

c. Review construction activities for compliance with Plans and Specifications.

d. Respond to Contractor questions that arise in the field and communicate with PM to coordinate direction.

e. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

f. Assist office staff with RFI review as applicable based on communication with Contractor regarding site conditions.

g. Review field measurements.

h. Monitor the Contractor's compliance with the CSPP and immediately bring any non-compliance issues to the attention of the Contractor and the COUNTY.

i. Monitor Contractor's compliance with the Contractor's QC Program.

j. Assist PM in coordinating MPEG to perform QA testing as stated in Phase 4. Communicate with Contractor to facilitate the scheduling of QC testing.

k. Attend weekly construction progress meetings as stated in Phase 2.

l. Provide field information for office staff to prepare weekly FAA progress reports as stated in Phase 2.

m. Conduct labor interviews to monitor Contractor's compliance with paying employees, in accordance with the Davis-Bacon Act requirements, and provide to COUNTY for certified payroll review.

n. Provide field information for office staff to prepare RFCPs, field directives, and CCOs as stated in Phase 2.

o. Assist in preparing applications for payment as described in Phase 2. Throughout construction, the CM/RPR and RPR 2 will check quantities as work is performed and communicate with the Contractor to establish quantities that will be included in monthly progress billings.

p. Work with Contractor to markup construction Plans with field changes if applicable and provide to office staff to prepare Record Drawings as described in Phase 6.

q. Receive from Contractor and review the required maintenance and operating instructions, schedules, guarantees, bonds, inspection certificates, tests, approvals, and other relevant documents.

r. Identify punch list items in advance of the substantial completion walk-through to

support preparation of punch list as stated in Phase 2.

s. Attend the substantial completion walk-through as stated in Phase 2.

PHASE 4 MATERIAL TESTING

4.1 MATERIAL TESTING

The material testing services will be performed by subconsultant MPEG in conformance with the Project Specifications. The CONSULTANT will be responsible for coordinating and scheduling QA material testing with MPEG throughout the construction duration.

MPEG will perform necessary acceptance tests in accordance with the cited requirements and standard methods of FAA, ASTM, and AASHTO; record test results on the appropriate forms; prepare a summary and disposition of testing and material inspection; record deviating tests; conduct material inspections and acceptance tests required by the FAA and observe and evaluate such tests made by the Contractor in the field and laboratory as necessary in accordance with Plans and Specifications; and monitor Contractor's performance of the required quality control tests and furnish copies of test reports to the CONSULTANT, for CONSULTANT to provide to the COUNTY. Any non-compliance issues shall immediately be reported to the Contractor and COUNTY.

This scope assumes the following material testing and construction administration support.

a. Review Contractor-submitted QC program and (as necessary) submittals.

b. Attend pre-construction conference and QC/QA workshop.

c. Conduct site visits, provide recommendations, and perform testing for the following Items as described in the Project Specifications:

(1) Item SP-100, Section 100-1.28, Subgrade Stabilization:

- Visit site to observe condition of soil during excavation and make recommendations as necessary regarding the stabilization of subgrade material. Monitor Contractor methods in performing in-place drying and stabilizing subgrade as recommended (up to three site visits anticipated).

(2) Item P-155, Lime-Treated Subgrade:

Visit site to evaluate existing subgrade / aggregate base mixture to be treated with lime. Work with the CONSULTANT and Contractor to provide recommendations on the appropriate percentages of lime if changes are needed for differing subgrade conditions (one site visit is anticipated).

- Visit site to obtain sample of lime-treated material for compaction testing (one site visit is anticipated).
- Visit site to perform field density testing if needed to supplement QC testing (one site visit is anticipated).

(3) Item P-209, Crushed Aggregate Base Course:

- Visit site to obtain sample of aggregate base for compaction testing (one site visit is anticipated).

- Visit site to perform field density testing if needed to supplement QC testing (one site visit is anticipated).

(4) Item P-401, Asphalt Mix Pavement:

- Review Contractor-submitted mix design for P-401 Asphalt Mix Pavement.
- Attend pre-paving meeting.
- Visit site to monitor production paving (including checking paving method, temperature, rolling, and joint construction), perform random sampling for cores to be taken by Contractor; perform QA lab testing (up to five days of paving are anticipated).
- Produce test reports for each lot.
- Furnish a QA testing laboratory accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. Test methods required for acceptance sampling and testing will be listed on the lab accreditation.

(5) Item P-501, Cement Concrete Pavement:

- Review Contractor-submitted mix design for P-501, Cement Concrete Pavement.
- Have someone on-site each day concrete is placed to perform QA testing required per section 501-6.1 through 501-6.5 of the Technical Specification. QA testing includes slump, air, temperature, unit weight and strength tests. Assume 2 – 4 samples and associated tests.
- Produce test reports for each day concrete is placed and lab testing performed. Reports will be submitted to CONSULTANT.
- Furnish a QA testing laboratory accredited in accordance with ASTM C1077. The QA laboratory accreditation will be current and listed on the accrediting authority's website. Test methods required for acceptance sampling and testing will be listed on the lab accreditation.

(6) Item P-610, Concrete for Miscellaneous Structures:

- Review Contractor-submitted mix design for P-610 Concrete for Miscellaneous Structures.
- Have someone on-site each day concrete is placed to perform QA testing required per section 610-4.1 of the Technical Specification. QA testing includes slump tests and compressive strength tests. Assume two days of concrete placement.
- Produce test reports for each day concrete is placed and lab testing performed. Reports will be submitted to CONSULTANT.
- Furnish a QA testing laboratory accredited in accordance with ASTM C1077. The QA laboratory accreditation will be current and listed on the accrediting authority's website. Test methods required for acceptance sampling and testing will be listed on the lab accreditation.

d. Prepare final QA report summarizing and assembling the field and lab tests performed herein.

** If Bid Alternate 1 is awarded, additional effort will be required.*

PHASE 4 DELIVERABLES

1) Quality Acceptance Reports – Electronic files to COUNTY and Contractor

PHASE 5 BIOLOGICAL MONITORING

5.1 Biological Monitoring - NIC

PHASE 6 POST-CONSTRUCTION SERVICES

6.1 PHASE 6 PROJECT MANAGEMENT

Project management tasks during Phase 6 will consist of the following:

6.1.1 Update Schedule

The schedule created during Phase 1 will be updated to show Project closeout milestones.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.1.2 Coordinate PMP Updates

The PM will continue to coordinate and monitor PMP during Phase 6.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.1.3 Coordinate CONSULTANT Team

The PM will assign responsibilities to office staff to complete the documentation efforts described herein. The PM will also coordinate with the RPR to provide field data to complete the documentation efforts described herein.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.1.4 Coordinate with Subconsultants

The PM will coordinate with subconsultants to complete final reports.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.1.5 Prepare Invoices

The PM will continue to maintain the Project budget spreadsheet and prepare invoices as defined in Phase 1. It is anticipated that three (3) invoices will be prepared during Phase 6.

6.2 PHASE 6 COMMUNICATION

The CONSULTANT will communicate with the COUNTY and Contractor throughout Phase 6 as needed via phone call or email.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.3 RECORD DRAWINGS

The RPR and Contractor will coordinate throughout construction to document field

constructed conditions, encountered existing utilities, and markup the construction Plans as stated in Phase 3. Upon completion of construction, the CONSULTANT will prepare the Record Drawings using AutoCAD Civil 3D 2020, by updating the drawing files created during design. The Drawings will become record information. The CONSULTANT will provide the COUNTY with a set of reproducible Record Drawings in digital format.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.4 FINAL CONSTRUCTION REPORT (FCR)

Upon completion of construction, the CONSULTANT will prepare and assemble the FCR in conformance with FAA standards and requirements. The contents of the report will include, but are not limited to, the following:

a. Project Description and Overview
b. Project Personnel
c. Contract Award and NTP (Including Bid Tabulation, Contract, and NTP Letters as Appendices)
d. Project Timeline
e. Summary of Work Accomplished (Including Table of Work Activities and Weeks Performed, as well as weekly FAA progress reports as Appendix)
f. Contract Time
g. Labor Provisions
h. COUNTY Administrative Costs
i. Consultant Costs
j. Force Account (if applicable)
k. Construction Costs (including Final Application for Payment and CCOs as Appendices)
l. Summary of DBE Utilization (including Contractor's DBE Utilization Form as Appendix)
m. Buy American Provisions (including Submittal Checklist as Appendix)
n. Construction Material Testing and Acceptance (including QC and QA Test Results as Appendices)
o. Contactor's Statement of Completion (including Contractor's Letter of Completion and Warranty as Appendix)
p. Record of Completion (including Substantial Completion Letter and COUNTY Notice of Completion as Appendices)
q. FAA-Required County Certification of Final Construction Acceptance as Appendix. The COUNTY will sign this certification.
r. Recommendations

The CONSULTANT will coordinate with the Contractor, COUNTY, and FAA to complete Project closeout activities and assemble the documents to be included in the FCR. The CONSULTANT will submit a draft version of the FCR for COUNTY review. Upon receipt of COUNTY review / comments, the CONSULTANT will finalize the FCR and submit to the COUNTY and FAA.

** If Bid Alternate 1 is awarded, additional effort will be required.*

6.5 AIRPORT LAYOUT PLAN (ALP) RECORD DRAWING UPDATE –*NIC*

The COUNTY will coordinate any updates to the ALP as part of a separate contract.

6.6 UPDATE AIRFIELD PAVEMENT MANAGEMENT SYSTEM (APMS) - *NIC*

It is understood that a full APMS is programmed for FY26.

6.7 UPDATE AIRFIELD SIGNAGE AND MARKING PLAN

The CONSULTANT will update the COUNTY's signage and marking plan to incorporate the updated run-up apron and pavement markings completed in this Project, including an 11x17 plan set and large-format poster.

6.8 AGIS AS-BUILT SURVEY – *NIC*

Due to the nature of Project improvements, an AGIS survey will not be performed as part of this Project.

PHASE 6 DELIVERABLES

1) Record Drawings – reproducible hardcopy and electronic files to COUNTY
2) FCR – electronic file to COUNTY and FAA
3) Signage and Marking Plan – reproducible hardcopy and electronic files (11x17 plans and poster)

SCHEDULE OF COMPLETION

Phases 1-5

The CONSULTANT will complete the work called for under Phases 1-5 on a schedule submitted by the Contractor and approved by the COUNTY.

Phase 6

The CONSULTANT will complete the work called for under Phase 6 within 30 working days of the receiving a copy of the Notice of Completion filed by the COUNTY.

SERVICES TO BE PROVIDED BY THE COUNTY AND EXCLUDED SERVICES

The COUNTY and CONSULTANT agree that the following items will be provided by the COUNTY or excluded from this scope and, if added to the CONSULTANT's work, will be considered as extra services and a negotiated fee will be established, and an Amendment prepared:

1) Issuing of Notices to Airmen (NOTAMs) and announcements regarding the impact of the Project on aviation activities.
2) Guaranteed access to and make provisions for the CONSULTANT to enter the Airport as required for the CONSULTANT to perform his work under this Agreement.
3) Examination of documents requested by the COUNTY and presented by the CONSULTANT

and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.

4) Review of Certified Payroll submitted by the Contractor.

5) Contract change orders that require new design elements beyond the scope of the awarded contract.

6) Extensions of construction time beyond the awarded contract time limits.

7) FAA grant reimbursement submission.

8) Timely review of CONSULTANT-provided items for COUNTY review to avoid construction delays/impacts.

9) COUNTY filing of the Notice of Completion.

End of Scope of Services

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Napa County Airport
North GA Ramp Reconstruction - Base Bid
Construction Administration Services (Revision 1 of Scope)
Date: 3/30/2026

	PHASES and TASKS	Mead & Hunt (labor hours and rates)											Subconsultant fee + 15% markup	Expenses							
		Senior Associate	Senior Project Engineer	Project Engineer / Project Manager	OVERTIME Construction Manager / RPR	Construction Manager / RPR	OVERTIME RPR 2	RPR 2	Engineer III	Engineer I	Technician III	Project Assistant III	Miller Pacific Engineering Group	Mileage (Per Mile)	Rental Car (Per Day)	Lodging (Per Day)	Meals (Per Diem)	Meals (Per Meal)	Reproduction and Shipping	Total Cost
		$370	$306	$266	$229	$198	$219	$189	$189	$157	$168	$135	1	$0.725	$150	$246	$92	$29	1	
PHASE 1 - PRE-CONSTRUCTION SERVICES																				
1.1	Phase 1 Project Management and Coordination																			
1.1.1	Prepare Contract and Project Setup	1		2								3								$ 1,307.00
1.1.2	Prepare Schedule		1	3																$ 1,104.00
1.1.3	Prepare Project Management Plan (PMP)		1	4								1								$ 1,505.00
1.1.4	Coordinate CONSULTANT Team		1	2																$ 838.00
1.1.5	Coordinate Subconsultant(s)		1	2		2						1								$ 1,369.00
1.1.6	Prepare Invoices			3.5								3.5								$ 1,403.50
1.1.7	Scope Development		2	8								4								$ 3,280.00
1.2	Phase 1 Project Meetings and Communication																			
1.2.1	Pre-Mobilization Coordination Meeting			5		2						1								$ 1,861.00
1.2.2	Pre-Construction Conference			8		5						1		100				2	$ 100.00	$ 3,483.50
1.2.3	Quality Control (QC) / Quality Assurance (QA) Workshop			4		4						1		100				2	$ 100.50	$ 2,222.00
1.2.4	General Communication with SPONSOR and Contractor		4	16		8														$ 7,064.00
1.3	Prepare Project Documentation			1		2				4		8								$ 2,370.00
1.4	Prepare Construction Set		2	4					8	16	24	8								$ 10,812.00
1.5	Prepare Construction Management Plan (CMP)			2					10	12		2								$ 4,576.00
	Phase 1 Subtotal	**1**	**12**	**64.5**	**0**	**23**	**0**	**0**	**18**	**32**	**24**	**33.5**	$ -	**200**	**0**	**0**	**0**	**4**	$ 200.50	**$ 43,195.00**
PHASE 2 - CONSTRUCTION ADMINISTRATION (CA) SERVICES																				
2.1	Phase 2 Project Management and Coordination																			
2.1.1	Schedule Coordination		4	15																$ 5,214.00
2.1.2	Coordinate PMP Updates			2																$ 532.00
2.1.3	Coordinate CONSULTANT Team		2	25																$ 7,262.00
2.1.4	Coordinate Subconsultant			8																$ 2,128.00
2.1.5	Prepare Invoices			4								4								$ 1,604.00
2.2	Review Material Submittals for Compliance - Up to 28 Anticipated			4		20			16	24										$ 11,816.00
2.3	Phase 2 Project Meetings and Communication																			
2.3.1	Weekly Construction Progress Meetings			7		7		7												$ 4,571.00
2.3.2	Site Visits During Construction			40						40				500				20	$ 500.00	$ 26,000.00
2.3.3	General Communication with SPONSOR and Contractor	2	4	16		10														$ 6,222.00
2.4	Weekly Calendar-Day Reports - Up to 14 Anticipated			7																$ 1,862.00
2.5	Weekly FAA Progress Reports - Up to 14 Anticipated			7					13			7								$ 5,264.00

Napa County Airport
North GA Ramp Reconstruction - Base Bid
Construction Administration Services (Revision 1 of Scope)

Date: 3/30/2026

	PHASES and TASKS	Mead & Hunt (labor hours and rates)											Subconsultant fee + 15% markup	Expenses						Total Cost
		Senior Associate	Senior Project Engineer	Project Engineer / Project Manager	OVERTIME Construction Manager / RPR	Construction Manager / RPR	OVERTIME RPR 2	RPR 2	Engineer III	Engineer I	Technician III	Project Assistant III	Miller Pacific Engineering Group	Mileage (Per Mile)	Rental Car (Per Day)	Lodging (Per Day)	Meals (Per Diem)	Meals (Per Meal)	Reproduction and Shipping	
		$370	$306	$266	$229	$198	$219	$189	$189	$157	$168	$135	1	$0.725	$150	$246	$92	$29	1	
2.12	Monthly Applications for Payment - Up to 9 Anticipated		2	8						12		4								$ 5,164.00
2.13	Substantial Completion Walk-Through and Documentation																			
2.13.1	Substantial Completion Walk-Through			6										100				1	$ 100.00	$ 1,797.50
2.13.2	Punch List and Substantial Completion Letter			4						4		1								$ 1,827.00
	Phase 2 Subtotal	**2**	**30**	**219**	**0**	**37**	**0**	**7**	**83**	**101**	**0**	**34**	**$ -**	**600**	**0**	**0**	**0**	**21**	**$ 600.00**	**$ 114,601.00**
PHASE 3 - CONSTRUCTION OBSERVATION																				
3.1	Daily Construction Observation				77	432	9	88							85	85	81			$ 162,884.00
	Phase 3 Subtotal	**0**	**0**	**0**	**77**	**432**	**9**	**88**	**0**	**0**	**0**	**0**	**$ -**	**0**	**85**	**85**	**81**	**0**	**$ -**	**$ 162,884.00**
PHASE 4 - MATERIAL TESTING																				
4.1	Material Testing												$ 59,800.00							$ 59,800.00
	Phase 4 Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 59,800.00**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ 59,800.00**
PHASE 5 - BIOLOGICAL MONITORING																				
5.1	Biological Monitoring - Not in Contract (NIC)																			$ -
	Phase 5 Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**
PHASE 6 - POST-CONSTRUCTION SERVICES																				
6.1	Phase 6 Project Management																			
6.1.1	Update Schedule			0.5																$ 133.00
6.1.2	Coordinate PMP Updates			0.5																$ 133.00
6.1.3	Coordinate CONSULTANT Team			3																$ 798.00
6.1.4	Coordinate Subconsultants			1																$ 266.00
6.1.5	Prepare Invoices			3								3								$ 1,203.00
6.2	Phase 6 Communication	2		16		10														$ 6,976.00
6.3	Record Drawings			4		4		4	8	16	24									$ 10,668.00
6.4	Final Construction Report (FCR)		1	10		2		2		20		6								$ 7,690.00
6.5	Airport Layout Plan (ALP) Record Drawing Update - NIC																			$ -
6.6	Update Airfield Pavement Management System (APMS) - NIC																			$ -
6.7	Update Airfield Signage and Marking Plan		1	2						4	4									$ 2,138.00
6.8	AGIS As-Built Survey - NIC																			$ -
	Phase 6 Subtotal	**2**	**2**	**40**	**0**	**16**	**0**	**6**	**8**	**40**	**28**	**9**	**$ -**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ 30,005.00**
	BASE BID BUDGET																			$ 410,485.00

Napa County Airport
North GA Ramp Reconstruction - Bid Alternate 1
Construction Administration Services (Revision 1 of Scope)

Date: 3/30/2026

	PHASES and TASKS	Mead & Hunt (labor hours and rates)											Subconsultant fee + 15% markup	Expenses							Total Cost
		Senior Associate	Senior Project Engineer	Project Engineer / Project Manager	OVERTIME Construction Manager / RPR	Construction Manager / RPR	OVERTIME RPR 2	RPR 2	Engineer III	Engineer I	Technician III	Project Assistant III	Miller Pacific Engineering Group	Mileage (Per Mile)	Rental Car (Per Day)	Lodging (Per Day)	Meals (Per Diem)	Meals (Per Meal)	Reproduction and Shipping		
		$370	$306	$266	$229	$198	$219	$189	$189	$157	$168	$135	1	$0.725	$150	$246	$92	$29	1		
PHASE 1 - PRE-CONSTRUCTION SERVICES																					
1.1	Phase 1 Project Management and Coordination																				
1.1.1	Prepare Contract and Project Setup																			$	-
1.1.2	Prepare Schedule																			$	-
1.1.3	Prepare Project Management Plan (PMP)																			$	-
1.1.4	Coordinate CONSULTANT Team																			$	-
1.1.5	Coordinate Subconsultant(s)																			$	-
1.1.6	Prepare Invoices																			$	-
1.1.7	Scope Development																			$	-
1.2	Phase 1 Project Meetings and Communication																				
1.2.1	Pre-Mobilization Coordination Meeting																			$	-
1.2.2	Pre-Construction Conference																			$	-
1.2.3	Quality Control (QC) / Quality Assurance (QA) Workshop																			$	-
1.2.4	General Communication with SPONSOR and Contractor																			$	-
1.3	Prepare Project Documentation			1		1				2		4								$	1,318.00
1.4	Prepare Construction Set		1	2					4	7	10	4								$	4,913.00
1.5	Prepare Construction Management Plan (CMP)			1					4	5		1								$	1,942.00
	Phase 1 Subtotal	**0**	**1**	**4**	**0**	**1**	**0**	**0**	**8**	**14**	**10**	**9**	$ -	**0**	**0**	**0**	**0**	**0**	$ -	**$**	**8,173.00**
PHASE 2 - CONSTRUCTION ADMINISTRATION (CA) SERVICES																					
2.1	Phase 2 Project Management and Coordination																				
2.1.1	Schedule Coordination - Up to 7 Additional		2	6																$	2,208.00
2.1.2	Coordinate PMP Updates																			$	-
2.1.3	Coordinate CONSULTANT Team		1	10																$	2,966.00
2.1.4	Coordinate Subconsultant			4																$	1,064.00
2.1.5	Prepare Invoices - Up to 2 Additional			2								2								$	802.00
2.2	Review Material Submittals for Compliance																			$	-
2.3	Phase 2 Project Meetings and Communication																				
2.3.1	Weekly Construction Progress Meetings - Up to 7 Additional			4.0		3.0		3.0												$	2,225.00
2.3.2	Site Visits During Construction - Up to 2 Additional			16						16				200				8		$	7,145.00
2.3.3	General Communication with SPONSOR and Contractor	1	2	7		4														$	3,636.00
2.4	Weekly Calendar-Day Reports - Up to 7 Additional			3																$	798.00
2.5	Weekly FAA Progress Reports - Up to 7 Additional			3					6			3								$	2,337.00
2.6	Requests for Information (RFIs) - Up to 5 Additional		2	4					4			2								$	2,702.00
2.7	General Field Coordination		2	8					4											$	3,496.00
2.8	Requests for Cost Proposals (RFCPs) - Up to 5 Additional		1	3						5		2								$	2,159.00
2.9	Field Directives - Up to 5 Additional		1	4						4		2								$	2,268.00
2.1	Contract Change Orders (CCOs) - Up to 5 Additional		2	4					8			2								$	3,458.00
2.11	Review of QC/QA Test Results		1	5					7											$	2,959.00

Napa County Airport
North GA Ramp Reconstruction - Bid Alternate 1
Construction Administration Services (Revision 1 of Scope)

Date: 3/30/2026

	PHASES and TASKS	Mead & Hunt (labor hours and rates)											Subconsultant fee + 15% markup	Expenses						Total Cost
		Senior Associate	Senior Project Engineer	Project Engineer / Project Manager	OVERTIME Construction Manager / RPR	Construction Manager / RPR	OVERTIME RPR 2	RPR 2	Engineer III	Engineer I	Technician III	Project Assistant III	Miller Pacific Engineering Group	Mileage (Per Mile)	Rental Car (Per Day)	Lodging (Per Day)	Meals (Per Diem)	Meals (Per Meal)	Reproduction and Shipping	
		$370	$306	$266	$229	$198	$219	$189	$189	$157	$168	$135	1	$0.725	$150	$246	$92	$29	1	
2.12	Monthly Applications for Payment - Up to 5 Additional		1	4						5		2								$ 2,425.00
2.13	Substantial Completion Walk-Through and Documentation																			
2.13.1	Substantial Completion Walk-Through																			$ -
2.13.2	Punch List and Substantial Completion Letter			2						2		1								$ 981.00
	Phase 2 Subtotal	**1**	**15**	**89**	**0**	**7**	**0**	**3**	**29**	**32**	**0**	**16**	**$ -**	**200**	**0**	**0**	**0**	**8**	**$ -**	**$ 43,629.00**
PHASE 3 - CONSTRUCTION OBSERVATION																				
3.1	Daily Construction Observation				53	280	8	64							52	52	52			$ 106,691.50
	Phase 3 Subtotal	**0**	**0**	**0**	**53**	**280**	**7.5**	**64**	**0**	**0**	**0**	**0**	**$ -**	**0**	**52**	**52**	**52**	**0**	**$ -**	**$ 106,691.50**
PHASE 4 - MATERIAL TESTING																				
4.1	Material Testing												$ 20,700.00							$ 20,700.00
	Phase 4 Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 20,700.00**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ 20,700.00**
PHASE 5 - BIOLOGICAL MONITORING																				
5.1	Biological Monitoring - Not in Contract (NIC)																			$ -
	Phase 5 Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**
PHASE 6 - POST-CONSTRUCTION SERVICES																				
6.1	Phase 6 Project Management																			
6.1.1	Update Schedule			1																$ 266.00
6.1.2	Coordinate PMP Updates			1																$ 266.00
6.1.3	Coordinate CONSULTANT Team			2																$ 532.00
6.1.4	Coordinate Subconsultants			1																$ 266.00
6.1.5	Prepare Invoices																			$ -
6.2	Phase 6 Communication	1		7		4														$ 3,024.00
6.3	Record Drawings			2		2		2	4	7	10									$ 4,841.00
6.4	Final Construction Report (FCR)		1	4		1		1		8		3								$ 3,418.00
6.5	Airport Layout Plan (ALP) Record Drawing Update - NIC																			$ -
6.6	Update Airfield Pavement Management System (APMS) - NIC																			$ -
6.7	Update Airfield Signage and Marking Plan																			$ -
6.8	AGIS As-Built Survey - NIC																			$ -
	Phase 6 Subtotal	**1**	**1**	**18**	**0**	**7**	**0**	**3**	**4**	**15**	**10**	**3**	**$ -**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ 12,613.00**
	BID ALTERNATE 1 BUDGET																			**$ 191,806.50**

MEAD & HUNT, INC.
Standard Billing Rate Schedule
AVIATION - CALIFORNIA
Effective January 1, 2026

Standard Billing Rates

- Project Assistant II ..... $107.00 / hour
- Project Assistant III ..... $135.00 / hour
- Technical Editor III ..... $138.00 / hour
- Technician I ..... $125.00 / hour
- Technician II ..... $143.00 / hour
- Technician III ..... $168.00 / hour
- Technician IV ..... $178.00 / hour
- Senior Technician ..... $221.00 / hour
- Engineer I, Scientist I, Architect I, Interior Designer I, Planner I ..... $157.00 / hour
- Engineer II, Scientist II, Architect II, Interior Designer II, Planner II ..... $176.00 / hour
- Engineer III, Scientist III, Architect III, Interior Designer III, Planner III ..... $189.00 / hour
- Construction Resident Project Representative (RPR) ..... $198.00 / hour
- Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Construction Manager ..... $246.00 / hour
- Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner ..... $266.00 / hour
- Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer Senior Project Planner ..... $306.00 / hour
- Senior Associate, Principal, Senior Client / Project Manager ..... $370.00 / hour

Expenses

- Out-Of-Pocket Direct Job Expenses..... cost plus 15%
  Such as reproductions, sub-consultants / contractors, etc.
- Company or Personal Car Mileage ..... $ IRS rate / mile*
  ** Rates will be charged at Current IRS rate https://www.irs.gov/tax-professionals/standard-mileage-rates*
- Air and Surface Transportation..... cost plus 15%
- Lodging and Sustenance..... cost plus 15%

Billing and Payment

- Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.
- Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

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.

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. Consultant and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Consultant and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Consultant and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Consultant shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Consultant and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. 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 Consultant and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Consultant and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Consultant and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Consultant and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. 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. Consultant and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Consultant and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Consultant shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Consultant is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Consultant certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Consultant as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Consultant and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Consultant is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

EXHIBIT E
FAA PROVISIONS

For purposes of this Exhibit "E," "Contractor" shall mean Consultant, "Sponsor" and "Owner" shall mean the County and "Contract" shall mean this Agreement.

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

If the value of the contract exceeds $350,000, the following provision applies:

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or Contract and be subject to any enforcement action as authorized by law.

5. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

a) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
b) Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

d) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a Contract, in whole or in part.

f) Incorporation of Provisions: The Contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. CLEAN AIR AND WATER POLLUTION CONTROL

if the value of this Agreement exceeds $150,000, the following provision applies:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed $150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

If the value of this Agreement is more than $100,000 and the Agreement involves the employment of mechanics, laborers watchmen or guards, the following provision applies:

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, including watchmen and guards, in any workweek in 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 clause set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this clause.

c) Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner 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 forth in paragraph (b) of this clause.

d) Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) and also a clause requiring the subcontractor 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 clause.

9. COPELAND "ANTI-KICKBACK" ACT

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON REQUIREMENTS

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

a) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
(1)The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2)The classification is utilized in the area by the construction industry; and
(3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B)If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C)In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv)If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b) Withholding. The Federal Aviation Administration or the Sponsor 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all

laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B)Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii)The Contractor or subcontractor shall make the records required under paragraph (c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

d) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fid apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii)Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

e) Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

f)Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration 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 compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

g) Contract Termination: Debarment.

A breach of the contract clauses in paragraph a) through j) of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

h) Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

i) Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j) Certification of Eligibility.

(i)By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(ii)No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

11. CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

By submitting a bid/proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

12. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

Contractor, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Contractor will accomplish this by:

a) Checking the System for Award Management at website: http://www.sam.gov.

b) Collecting a certification statement similar to the Certification of Contractor Regarding Debarment, above.
c) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

13. DISADVANTAGED BUSINESS ENTERPRISE

a) The requirements of 49 CFR Part 26, including any amendments thereto, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

b) Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1)Withholding monthly progress payments;
2)Assessing sanctions;
3)Liquidated damages; and/or
4)Disqualifying the Contractor from future bidding as non-responsible.

c) Prompt Payment (49 CFR § 26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

d) Termination of DBE Subcontracts (49 CFR § 26.53(f)). The prime contractor must not terminate a DBE subcontractor listed in its proposal (or an approved substitute DBE firm) without prior written consent of the County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-

DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the County. Unless County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The County may provide such written consent only if the County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to the County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the County, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

14. TEXTING WHEN DRIVING

If the value of this agreement exceeds $15,000, the following provision applies:

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

16. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17. CERTIFICATION REGARDING LOBBYING

If the value of this Agreement exceeds $100,000, the following provision applies:

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352. 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.

18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
1)The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2)The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:
a)Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b)Fails to meet reasonable contract performance requirements; or
c)Is only available at an unreasonable price.

20. RIGHTS TO INVENTIONS

If this Agreement meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and this Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work, the following provision applies:

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

21. SEISMIC SAFETY

If this Agreement involves services related to the construction of new buildings or additions to existing buildings, the following provision applies:

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

22. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

By signing this Agreement, the Contractor makes the following certifications:

1)The Contractor represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2)The Contractor represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

23. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

24. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

25. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor certifies that, to the greatest extent practicable, the Contractor has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

26. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Contractor certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

27. FAA BUY AMERICAN PREFERENCE

If this Agreement includes providing a manufactured good as a deliverable under this Agreement, the following provision applies:

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The Contractor must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Contractor certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Contractor certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

North GA Ramp Reconstruction, PW 26-04		CIP # 25040	AIG #	AIP#		4/30/26
Budget Item	**Budget Item Amount**	**Board Appropriation Request Today**	**Board Appropriation to date***	**Appropriation Amount Spent to Date**	**Appropriation Amount % Spent to Date**	**Appropriation Amount Balance**
Environmental	$0	$0	$22,602	$22,602	0%	$0
Technical Study	$0	$0	$4,594	$4,396	96%	$198
Design	$0	$0	$467,667	$408,244	87%	$59,423
Design Admin	$4,300	$4,300	$8,000	$3,157	39%	$4,843
Construction	$5,545,775	$5,545,775			0%	
Construction Contingency 5%	$277,289	$277,289			0%	
Construction Management/Inspection	$602,292	$602,292			0%	
Construction Admin	$79,886	$79,886			0%	
Total Project	**$6,509,542**	**$6,509,542**	**$502,863**	**$438,399**	**87%**	**$64,464**
Total Federal Project Cost	$6,232,253				0%	
Federal Grant Share	$5,647,116				0%	
Sponsor Share	$585,137				0%	
Sponser Final Share and 5% contingency	$862,426				0%	

1195 THIRD STREET
SUITE 310
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1023

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Mark Witsoe, Airport Manager

SUBJECT: On-Call Professional Services Agreements for Airport Consulting Services.

RECOMMENDATION

Approve and authorize seven professional services agreements for a five-year term for on-call Airport Consulting Services for projects associated with non-federal and Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funded projects with contract maximum of $1,000,000 each per fiscal year for Architectural/ Engineering and Planning/ Environmental and $600,000 each per fiscal year for Construction Management per fiscal year. (Fiscal Impact; $5,800,000 per year; Various Capital Improvement Project Budgets in Airport Fund; Budgeted; Discretionary)

BACKGROUND

Napa County released a “Request for Statements of Qualifications (RFQ)” in February 2026 for Aviation specialized On-Call Professional Services. The FAA requires sponsors to release an RFQ every five years for Airport specialized Architectural/Engineering, Environmental/Planning, and Construction Management consultants for any projects or planning documents necessary for grant funding.

Thirteen responsive proposals were received and evaluated by a committee comprised of Airport and Engineering Division staff. Proposals were ranked based on qualifications in accordance with California Government Code Section 4526 and FAA Advisory Circular 150/5100-14E for Airport Consultant Selection, and five consultants were selected.

County staff intends to enter into a total of seven on-call Professional Service Agreements (PSA) with the top five ranked consultants from the RFQ process to assist with various future Airport projects on an as-needed basis. The PSAs are for a five (5) year period, from 2026 to 2031. Maximum compensation for each agreement is $1,000,000 per fiscal year for Architectural/Engineering and $600,000 per fiscal year for Construction Management. Each project will require a task order based on pre-approved scopes of work and a negotiated fee.

Task orders will not commence without Board of Supervisors' approval of project, budget creation, and authorization to apply for and execute any required grant agreements.

Entering into an on-call agreement with aviation specialized consultants will provide the support needed to complete a variety of future projects and supplement internal resources when needed. The Federal and State grant cycle with the FAA does not coincide with the County budget approval process and often requires Airport staff to create projects, undertake pre-design efforts, such as environmental review and surveying work, and execute grant agreements throughout the fiscal year. Additionally, the FAA often has "use or lose" funds that are offered to airport sponsors with shovel ready projects. To be eligible for these funds in the future, on-call consultants are necessary for design and construction efforts as the need arises.

By having on-call consultants, it reduces the time required for consultant selection and improves project delivery. If not executed, the County would be forced to complete an RFQ for each project, delaying projects so that Federal and State grant funding opportunities would be missed.

Requested Actions:

1. Approve and authorize Agreement No. 260370B with Brandley Engineering, Inc for Airport on-call Architectural/Engineering related services for a maximum compensation of $1,000,000 per fiscal year through June 30, 3031;

2. Approve and authorize Agreement No. 260371B with Brandley Engineering, Inc. for Airport on-call Construction Management related services for a maximum compensation of $600,000 per fiscal year through June 30, 3031;

3. Approve and authorize Agreement No. 260363B with Mead & Hunt for Airport on-call Architectural, Engineering, and Planning related services for a maximum compensation of $1,000,000 per fiscal year through June 30, 3031;

4. Approve and authorize Agreement No. 260362B with Mead & Hunt for Airport on-call Construction Management related services for a maximum compensation of $600,000 per fiscal year through June 30, 3031;

5. Approve and authorize Agreement No. 260365B with C&S Engineers for Airport on-call Architectural, Engineering, and Planning related services for a maximum compensation of $1,000,000 per fiscal year through June 30, 3031;

6. Approve and authorize Agreement No. 260361B with Coffman Associates for Airport on-call Planning and Environmental related services for a maximum compensation of $1,000,000 per fiscal year through June 30, 3031; and

7. Approve and authorize Agreement No. 260366B with Alpha CM, Inc. for Airport on-call Construction Management related services for a maximum compensation of $600,000 per fiscal year through June 30, 3031.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Various Capital Improvement Projects within the Airport Fund that may be subject to Federal Aviation Administration (FAA) grants.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed Professional Services Agreements will provide the required Architectural/Engineering, Planning/Environmental, and Construction Management related services for various upcoming Airport projects and required for federal grant funding with the FAA.
Is the general fund affected?	No
Future fiscal impact:	The appropriations for each project will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If not approved, the Napa County Airport would not be eligible for FAA and state Grant funds. County staff would need to prepare individual RFQs for every project, and in some cases, the cost to complete an individual RFQ could exceed the actual cost of the project. The consultant selection process can take several months to complete, and it is not always possible or practical to wait for this process on all projects. The airport would not be able to maintain the airport without grant funding.
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 15273(a) (1) and (2) (State CEQA Guidelines) and therefore CEQA is not applicable.

NAPA COUNTY AGREEMENT NO. 260361B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 19th day of May, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Coffman Associates, Inc, a Missouri corporation, whose address is 4835 E. Cactus Road, Suite 235, Scottsdale, AZ 85254, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain as-needed Planning and Environmental Consulting Services for specific aviation/airport projects at the Napa County Airport.

B. Consultant was selected to provide professional services by Request for Qualifications, after a competitive process conducted pursuant to RFQ# AIR022601, which was completed April 2026.

C. The Request for Qualifications for airport professional services was under FAA guidelines that anticipates a five-year contract which coincides with the airport's five-year capital projects list.

D. 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. Timeliness of performance is of critical importance in the performance of the scope of services.

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, 2031, unless terminated earlier in accordance with this Article. For purposes of this agreement, "fiscal year" shall mean the period commencing July 1 and ending 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, attached hereto and incorporated by reference herein.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of One Million Dollars ($1,000,000.00) 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 Airport 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.

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. 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 2782.8, Consultant's obligations under paragraph 5.1 shall be limited under Civil Code Section 2782.8 to claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant and Consultant's cost to defend any such claims shall not exceed Consultant's proportionate percentage of fault.

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
Airport Manager 2000 Airport Road Napa, CA 94558	Coffman Associates, Inc. 4835 E. Cactus Road, Suite 235 Scottsdale, AZ 85254

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.

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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 Consultant through its duly authorized officer(s).

COFFMAN ASSOCIATES, INC

By _____
MATT QUICK, Vice President

By _____
RAYMOND SUIRE, JD, 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: *Sabrina S. Wolfson* Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: May 6, 2026	_____ Deputy Clerk of the Board	

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall provide COUNTY with the following services:

I. Description of Goods and/or Services

At the request of the Airport Manager or Director of Public Works by issuance of a written task order ("Task Order"), Consultant shall perform planning and environmental consulting services for individual projects within the scope of RFQ AIR022601 in accordance with the terms of the Task Order and this Agreement. Typical tasks may include, but are not limited to: airport layout plan drafting; airport zoning and land use compatibility assistance; airport financial analysis and rates and fees analysis; airspace analysis and formulation of mitigation strategies for obstructions; sustainability planning; noise planning/mitigation strategies; airport business and strategic planning; exhibit support for environmental documentation for any project at the Napa County Airport; and any project necessary for compliance with FAA standards.

II. Schedule

Consultant shall complete the Scope of Services in accordance with the schedule set forth in each Task Order.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Services performed by Consultant in accordance with a Task Order will be accomplished on a time and expense (T&E) basis at the rates shown in Exhibit "B." Each Task Order will contain an agreed upon Not to Exceed (NTE) amount.

COFFMAN AVIATION PLANNING TEAM
FEE SCHEDULE *
January 1, 2026 – December 31, 2026

Employee Category	Hourly Rate
Principal-In-Charge	$ 352.00
Senior Professional/Project Manager	$ 278.00
Professional	$ 189.00
Technical/Support	$ 136.00

Employee Category	Daily Rate
Principal-In-Charge	$2,816.00
Senior Professional/Project Manager	$2,224.00
Professional	$1,512.00
Technical/Support	$1,088.00

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.

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. Consultant and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Consultant and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Consultant and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Consultant shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Consultant and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. 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 Consultant and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Consultant and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Consultant and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Consultant and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. 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. Consultant and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Consultant and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Consultant shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Consultant is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Consultant certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Consultant as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Consultant and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Consultant is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

EXHIBIT E
FAA PROVISIONS

For purposes of this Exhibit "E," "Contractor" shall mean Consultant, "Sponsor" and "Owner" shall mean the County and "Contract" shall mean this Agreement.

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

If the value of the contract exceeds $350,000, the following provision applies:

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or Contract and be subject to any enforcement action as authorized by law.

5. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

a) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
b) Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

d) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a Contract, in whole or in part.

f) Incorporation of Provisions: The Contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. CLEAN AIR AND WATER POLLUTION CONTROL

if the value of this Agreement exceeds $150,000, the following provision applies:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed $150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

If the value of this Agreement is more than $100,000 and the Agreement involves the employment of mechanics, laborers watchmen or guards, the following provision applies:

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, including watchmen and guards, in any workweek in 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 clause set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this clause.

c) Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner 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 forth in paragraph (b) of this clause.

d) Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) and also a clause requiring the subcontractor 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 clause.

9. COPELAND "ANTI-KICKBACK" ACT

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON REQUIREMENTS

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

a) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
(1)The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2)The classification is utilized in the area by the construction industry; and
(3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B)If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C)In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv)If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b) Withholding. The Federal Aviation Administration or the Sponsor 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all

laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B)Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii)The Contractor or subcontractor shall make the records required under paragraph (c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

d) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fid apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii)Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

e) Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

f)Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration 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 compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

g) Contract Termination: Debarment.

A breach of the contract clauses in paragraph a) through j) of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

h) Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

i) Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j) Certification of Eligibility.

(i)By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(ii)No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

11. CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

By submitting a bid/proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

12. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

Contractor, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Contractor will accomplish this by:

a) Checking the System for Award Management at website: http://www.sam.gov.

b) Collecting a certification statement similar to the Certification of Contractor Regarding Debarment, above.
c) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

13. DISADVANTAGED BUSINESS ENTERPRISE

a) The requirements of 49 CFR Part 26, including any amendments thereto, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

b) Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1)Withholding monthly progress payments;
2)Assessing sanctions;
3)Liquidated damages; and/or
4)Disqualifying the Contractor from future bidding as non-responsible.

c) Prompt Payment (49 CFR § 26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

d) Termination of DBE Subcontracts (49 CFR § 26.53(f)). The prime contractor must not terminate a DBE subcontractor listed in its proposal (or an approved substitute DBE firm) without prior written consent of the County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-

DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the County. Unless County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The County may provide such written consent only if the County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to the County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the County, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

14. TEXTING WHEN DRIVING

If the value of this agreement exceeds $15,000, the following provision applies:

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

16. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17. CERTIFICATION REGARDING LOBBYING

If the value of this Agreement exceeds $100,000, the following provision applies:

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352. 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.

18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
1)The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2)The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:
a)Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b)Fails to meet reasonable contract performance requirements; or
c)Is only available at an unreasonable price.

20. RIGHTS TO INVENTIONS

If this Agreement meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and this Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work, the following provision applies:

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

21. SEISMIC SAFETY

If this Agreement involves services related to the construction of new buildings or additions to existing buildings, the following provision applies:

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

22. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

By signing this Agreement, the Contractor makes the following certifications:

1)The Contractor represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2)The Contractor represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

23. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

24. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

25. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor certifies that, to the greatest extent practicable, the Contractor has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

26. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Contractor certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

27. FAA BUY AMERICAN PREFERENCE

If this Agreement includes providing a manufactured good as a deliverable under this Agreement, the following provision applies:

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The Contractor must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Contractor certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Contractor certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

NAPA COUNTY AGREEMENT NO. 260362B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 19th day of May, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Mead & Hunt, Inc., a Wisconsin Corporation, whose address is 1360 19th Hole Dr. Suite 200, Windsor, CA 95492, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain as-needed Construction Management and Inspection Services for specific aviation/airport projects at the Napa County Airport.

B. Consultant was selected to provide professional services by Request for Qualifications, after a competitive process conducted pursuant to RFQ# AIR022601, which was completed April 2026.

C. The Request for Qualifications for airport professional services was under FAA guidelines that anticipates a five-year contract which coincides with the airport's five-year capital projects list.

D. 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, 2031 unless terminated earlier in accordance with this Article. For purposes of this agreement, "fiscal year" shall mean the period commencing July 1 and ending 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, attached hereto and incorporated by reference herein.

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 Six Hundred Thousand ($600,000.00) 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 Airport 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.

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. 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 including limiting the cost to defend charged to the design professional shall not exceed the design professional's proportionate percentage of fault.

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
Airport Manager 2000 Airport Road Napa, CA 94558	Mead & Hunt, Inc. 1360 19th Hole Dr., Suite 200 Windsor, CA 95492

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.

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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 Consultant through its duly authorized officer(s).

MEAD & HUNT, INC.

By Jeff Leonard
Digitally signed by Jeff Leonard
DN: CN=Jeff Leonard
Reason: I am approving this document
Date: 2026.05.06 06:01:37-07'00'
JEFF LEONARD, Vice President

By 2026.05.05 08:26:42-07'00'
ALEX RADOVANOVICH, Civil Engineer/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: *Sabrina S. Wolfson* Deputy County Counsel Date: May 4, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall provide COUNTY with the following services:

I. Description of Goods and/or Services

At the request of the Airport Manager or Director of Public Works by issuance of a written task order ("Task Order"), Consultant shall perform Construction management and inspection services for individual projects within the scope of RFQ AIR022601 in accordance with the terms of the Task Order and this Agreement. Typical tasks may include, but are not limited to:

- Construction management and inspection services including but not limited to civil, structural, mechanical, plumbing, framing, and electrical work.
- Complete necessary requirements for SWPPP program, Certified Payrolls, Quality Assurance/Quality Control, Geotechnical, and Davis Bacon Wages (if required).
- Preparation of daily construction inspection reports (to include photos with relevant construction activities for each day).
- Preparation of monthly constructed quantity forms, review and recommend action for progress payments.
- Preparation of required state/federal forms (if necessary).
- Monitor site for plan and specification conformance to include warranty services and site safety.
- Coordinate and facilitate preconstruction meetings and facilitate project coordination meetings at work site or remotely (project dependent).
- Prepare the weekly statement of working days reports and advise Napa County staff on project schedules.
- Receive, log, review, and distribute submittals for approvals.
- Enforce contract required environmental compliance and traffic control compliance.
- Respond, log, and process requests for information (RFIs), review for legitimacy/process change orders, and include dispute resolution.
- As-built progress checks monthly, including close out as-builts.
- Ensure improvements comply with the American with Disabilities Act (ADA) where necessary.

- Coordinate construction completion walk through, establish and maintain punch list, complete and process notice of completion forms.
- Constructability Reviews.

II. Schedule

Consultant shall complete the Scope of Services in accordance with the schedule set forth in each Task Order.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Services performed by Consultant in accordance with a Task Order will be accomplished on a time and expense (T&E) basis at the rates shown in Exhibit "B." Each Task Order will contain an agreed upon Not to Exceed (NTE) amount.

MEAD & HUNT, INC.
Standard Billing Rate Schedule
AVIATION - CALIFORNIA
Effective January 1, 2026

Standard Billing Rates

Project Assistant II	$107.00 / hour
Project Assistant III	$135.00 / hour
Technical Editor III	$138.00 / hour
Technician I	$125.00 / hour
Technician II	$143.00 / hour
Technician III	$168.00 / hour
Technician IV	$178.00 / hour
Senior Technician	$221.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	$157.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	$176.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	$189.00 / hour
Construction Resident Project Representative (RPR)	$198.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Construction Manager	$246.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	$266.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer Senior Project Planner	$306.00 / hour
Senior Associate, Principal, Senior Client / Project Manager	$370.00 / hour

Expenses

- Out-Of-Pocket Direct Job Expenses ..... cost plus 15%
  Such as reproductions, sub-consultants / contractors, etc.
- Company or Personal Car Mileage ..... $ IRS rate / mile*
  ** Rates will be charged at Current IRS rate https://www.irs.gov/tax-professionals/standard-mileage-rates*
- Air and Surface Transportation ..... cost plus 15%
- Lodging and Sustenance ..... cost plus 15%

Billing and Payment

- Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

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.

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. Consultant and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Consultant and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Consultant and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Consultant shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Consultant and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. 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 Consultant and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Consultant and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Consultant and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Consultant and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. 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. Consultant and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Consultant and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Consultant shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Consultant is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Consultant certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Consultant as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Consultant and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Consultant is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

EXHIBIT E
FAA PROVISIONS

For purposes of this Exhibit "E," "Contractor" shall mean Consultant, "Sponsor" and "Owner" shall mean the County and "Contract" shall mean this Agreement.

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

If the value of the contract exceeds $350,000, the following provision applies:

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or Contract and be subject to any enforcement action as authorized by law.

5. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

a) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
b) Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

d) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a Contract, in whole or in part.

f) Incorporation of Provisions: The Contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. CLEAN AIR AND WATER POLLUTION CONTROL

if the value of this Agreement exceeds $150,000, the following provision applies:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed $150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

If the value of this Agreement is more than $100,000 and the Agreement involves the employment of mechanics, laborers watchmen or guards, the following provision applies:

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, including watchmen and guards, in any workweek in 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 clause set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this clause.

c) Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner 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 forth in paragraph (b) of this clause.

d) Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) and also a clause requiring the subcontractor 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 clause.

9. COPELAND "ANTI-KICKBACK" ACT

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON REQUIREMENTS

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

a) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
(1)The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2)The classification is utilized in the area by the construction industry; and
(3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B)If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C)In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv)If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b) Withholding. The Federal Aviation Administration or the Sponsor 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all

laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B)Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii)The Contractor or subcontractor shall make the records required under paragraph (c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

d) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fid apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii)Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

e) Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

f)Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration 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 compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

g) Contract Termination: Debarment.

A breach of the contract clauses in paragraph a) through j) of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

h) Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

i) Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j) Certification of Eligibility.

(i)By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(ii)No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

11. CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

By submitting a bid/proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

12. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

Contractor, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Contractor will accomplish this by:

a) Checking the System for Award Management at website: http://www.sam.gov.

b) Collecting a certification statement similar to the Certification of Contractor Regarding Debarment, above.
c) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

13. DISADVANTAGED BUSINESS ENTERPRISE

a) The requirements of 49 CFR Part 26, including any amendments thereto, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

b) Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1)Withholding monthly progress payments;
2)Assessing sanctions;
3)Liquidated damages; and/or
4)Disqualifying the Contractor from future bidding as non-responsible.

c) Prompt Payment (49 CFR § 26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

d) Termination of DBE Subcontracts (49 CFR § 26.53(f)). The prime contractor must not terminate a DBE subcontractor listed in its proposal (or an approved substitute DBE firm) without prior written consent of the County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-

DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the County. Unless County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The County may provide such written consent only if the County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to the County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the County, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

14. TEXTING WHEN DRIVING

If the value of this agreement exceeds $15,000, the following provision applies:

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

16. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17. CERTIFICATION REGARDING LOBBYING

If the value of this Agreement exceeds $100,000, the following provision applies:

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352. 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.

18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
1)The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2)The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:
a)Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b)Fails to meet reasonable contract performance requirements; or
c)Is only available at an unreasonable price.

20. RIGHTS TO INVENTIONS

If this Agreement meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and this Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work, the following provision applies:

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

21. SEISMIC SAFETY

If this Agreement involves services related to the construction of new buildings or additions to existing buildings, the following provision applies:

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

22. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

By signing this Agreement, the Contractor makes the following certifications:

1)The Contractor represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2)The Contractor represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

23. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

24. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

25. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor certifies that, to the greatest extent practicable, the Contractor has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

26. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Contractor certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

27. FAA BUY AMERICAN PREFERENCE

If this Agreement includes providing a manufactured good as a deliverable under this Agreement, the following provision applies:

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The Contractor must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Contractor certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Contractor certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

NAPA COUNTY AGREEMENT NO. 260363B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 19th day of May, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Mead & Hunt, Inc., a Wisconsin Corporation, whose address is 1360 19th Hole Dr. Suite 200, Windsor, CA 95492, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain as-needed Architectural, Engineering, and Planning Services for specific aviation/airport projects at the Napa County Airport.

B. Consultant was selected to provide professional services by Request for Qualifications, after a competitive process conducted pursuant to RFQ# AIR022601, which was completed April 2026.

C. The Request for Qualifications for airport professional services was under FAA guidelines that anticipates a five-year contract which coincides with the airport's five-year capital projects list.

D. 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, 2031 unless terminated earlier in accordance with this Article. For purposes of this agreement, "fiscal year" shall mean the period commencing July 1 and ending 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, attached hereto and incorporated by reference herein.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of One Million Dollars ($1,000,000.00) 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 Airport 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.

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. 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 including limiting the cost to defend charged to the design professional shall not exceed the design professional's proportionate percentage of fault.

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
Airport Manager 2000 Airport Road Napa, CA 94558	Mead & Hunt, Inc. 1360 19th Hole Dr., Suite 200 Windsor, CA 95492

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.

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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 Consultant through its duly authorized officer(s).

MEAD & HUNT, INC.

By Jeff Leonard Digitally signed by Jeff Leonard DN: CN=Jeff Leonard Reason: I am approving this document Date: 2026.05.06 05:59:15-07'00'
JEFF LEONARD, Vice President

By 2026.05.05 08:26:26-07'00'
ALEX RADOVANOVICH, Civil Engineer/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: *Sabrina S. Wolfson* Deputy County Counsel Date: May 4, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall provide COUNTY with the following services:

I. Description of Goods and/or Services

At the request of the Airport Manager or Director of Public Works by issuance of a written task order ("Task Order"), Consultant shall perform architectural, engineering, and planning services for individual projects within the scope of RFQ AIR022601 in accordance with the terms of the Task Order and this Agreement. Typical tasks may include, but are not limited to:

Architectural & Engineering

- Associated architectural and engineering design for airfield civil, hydrology, electrical, and utility projects listed in the attached Airport Capital Improvement Program (ACIP), including aircraft parking aprons, taxiways, runways, airfield marking, airfield signage and lighting, hangar rehabilitation, airfield drainage.
- Project coordination with other consulting firms contracted with Napa County Airport, Napa County Departments, and other governing agencies as necessary.
- Preparation of contract plans and specifications. To include assistance with RFP/RFQ County procurement process.
- Assistance with the preparation and development of the annual Airport Capital Improvement Program (ACIP).
- Miscellaneous airport engineering and architectural consulting support services as required

Planning

- Associated and planning efforts for airfield civil, hydrology, electrical, and utility projects listed in the attached Airport Capital Improvement Program (ACIP), including aircraft parking aprons, taxiways, runways, airfield marking, airfield signage and lighting, hangar rehabilitation, airfield drainage.
- Assistance with the preparation and development of the annual ACIP.
- Project coordination with other consultant firms contracted with Napa County Airport, Napa County Departments, and other governing agencies as necessary.

- Coordination with the Federal Aviation Administration (FAA) in grant proposals, applications performance reporting, and closeout.
- Ability to represent the Airport in discussions with the public and regulatory agencies.
- Pavement Maintenance Management Plan Update
- Airport Planning, Airspace, and Land Use Studies.
- Airport Layout Plan Update with Narrative.
- Miscellaneous airport planning support services as required.

These services may include, but are not limited to, representing the Airport in discussions with governing bodies and regulatory agencies regarding the airport work program, grant requirements, airport grant eligibility, and project documentation.

II. Schedule

Consultant shall complete the Scope of Services in accordance with the schedule set forth in each Task Order.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Services performed by Consultant in accordance with a Task Order will be accomplished on a time and expense (T&E) basis at the rates shown in Exhibit "B." Each Task Order will contain an agreed upon Not to Exceed (NTE) amount.

MEAD & HUNT, INC.
Standard Billing Rate Schedule
AVIATION - CALIFORNIA
Effective January 1, 2026

Standard Billing Rates

Project Assistant II	$107.00 / hour
Project Assistant III	$135.00 / hour
Technical Editor III	$138.00 / hour
Technician I	$125.00 / hour
Technician II	$143.00 / hour
Technician III	$168.00 / hour
Technician IV	$178.00 / hour
Senior Technician	$221.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	$157.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	$176.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	$189.00 / hour
Construction Resident Project Representative (RPR)	$198.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Construction Manager	$246.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	$266.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer Senior Project Planner	$306.00 / hour
Senior Associate, Principal, Senior Client / Project Manager	$370.00 / hour

Expenses

- Out-Of-Pocket Direct Job Expenses ..... cost plus 15%
  Such as reproductions, sub-consultants / contractors, etc.
- Company or Personal Car Mileage ..... $ IRS rate / mile*
  ** Rates will be charged at Current IRS rate https://www.irs.gov/tax-professionals/standard-mileage-rates*
- Air and Surface Transportation ..... cost plus 15%
- Lodging and Sustenance ..... cost plus 15%

Billing and Payment

- Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

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.

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. Consultant and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Consultant and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Consultant and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Consultant shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Consultant and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. 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 Consultant and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Consultant and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Consultant and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Consultant and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. 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. Consultant and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Consultant and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Consultant shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Consultant is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Consultant certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Consultant as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Consultant and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Consultant is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

EXHIBIT E
FAA PROVISIONS

For purposes of this Exhibit "E," "Contractor" shall mean Consultant, "Sponsor" and "Owner" shall mean the County and "Contract" shall mean this Agreement.

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

If the value of the contract exceeds $350,000, the following provision applies:

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or Contract and be subject to any enforcement action as authorized by law.

5. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

a) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
b) Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

d) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a Contract, in whole or in part.

f) Incorporation of Provisions: The Contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. CLEAN AIR AND WATER POLLUTION CONTROL

if the value of this Agreement exceeds $150,000, the following provision applies:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed $150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

If the value of this Agreement is more than $100,000 and the Agreement involves the employment of mechanics, laborers watchmen or guards, the following provision applies:

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, including watchmen and guards, in any workweek in 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 clause set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this clause.

c) Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner 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 forth in paragraph (b) of this clause.

d) Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) and also a clause requiring the subcontractor 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 clause.

9. COPELAND "ANTI-KICKBACK" ACT

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON REQUIREMENTS

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

a) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
(1)The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2)The classification is utilized in the area by the construction industry; and
(3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B)If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C)In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv)If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b) Withholding. The Federal Aviation Administration or the Sponsor 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all

laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B)Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii)The Contractor or subcontractor shall make the records required under paragraph (c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

d) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fid apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii)Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

e) Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

f)Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration 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 compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

g) Contract Termination: Debarment.

A breach of the contract clauses in paragraph a) through j) of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

h) Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

i) Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j) Certification of Eligibility.

(i)By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(ii)No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

11. CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

By submitting a bid/proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

12. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

Contractor, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Contractor will accomplish this by:

a) Checking the System for Award Management at website: http://www.sam.gov.

b) Collecting a certification statement similar to the Certification of Contractor Regarding Debarment, above.
c) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

13. DISADVANTAGED BUSINESS ENTERPRISE

a) The requirements of 49 CFR Part 26, including any amendments thereto, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

b) Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1)Withholding monthly progress payments;
2)Assessing sanctions;
3)Liquidated damages; and/or
4)Disqualifying the Contractor from future bidding as non-responsible.

c) Prompt Payment (49 CFR § 26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

d) Termination of DBE Subcontracts (49 CFR § 26.53(f)). The prime contractor must not terminate a DBE subcontractor listed in its proposal (or an approved substitute DBE firm) without prior written consent of the County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-

DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the County. Unless County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The County may provide such written consent only if the County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to the County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the County, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

14. TEXTING WHEN DRIVING

If the value of this agreement exceeds $15,000, the following provision applies:

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

16. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17. CERTIFICATION REGARDING LOBBYING

If the value of this Agreement exceeds $100,000, the following provision applies:

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352. 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.

18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
1)The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2)The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:
a)Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b)Fails to meet reasonable contract performance requirements; or
c)Is only available at an unreasonable price.

20. RIGHTS TO INVENTIONS

If this Agreement meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and this Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work, the following provision applies:

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

21. SEISMIC SAFETY

If this Agreement involves services related to the construction of new buildings or additions to existing buildings, the following provision applies:

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

22. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

By signing this Agreement, the Contractor makes the following certifications:

1)The Contractor represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2)The Contractor represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

23. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

24. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

25. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor certifies that, to the greatest extent practicable, the Contractor has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

26. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Contractor certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

27. FAA BUY AMERICAN PREFERENCE

If this Agreement includes providing a manufactured good as a deliverable under this Agreement, the following provision applies:

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The Contractor must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Contractor certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Contractor certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

NAPA COUNTY AGREEMENT NO. 260365B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 19th day of May, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and C&S Engineers, Inc., a New York Corporation, whose address is 2355 Northside Drive Suite 350, San Diego, CA 92108, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain as-needed Architectural, Engineering and Planning Services for specific aviation/airport projects at the Napa County Airport.

B. Consultant was selected to provide professional services by Request for Qualifications, after a competitive process conducted pursuant to RFQ# AIR022601, which was completed April 2026.

C. The Request for Qualifications for airport professional services was under FAA guidelines that anticipates a five-year contract which coincides with the airport's five-year capital projects list.

D. 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, 2031, unless terminated earlier in accordance with this Article. For purposes of this agreement, "fiscal year" shall mean the period commencing July 1 and ending 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, attached hereto and incorporated by reference herein.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of One Million Dollars ($1,000,000.00) 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 Airport 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.

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. 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 including limiting the cost to defend charged to the design professional shall not exceed the design professional's proportionate percentage of fault.

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
Airport Manager 2000 Airport Road Napa, CA 94558	C&S Companies, Inc. 2355 Northside Drive, Suite 350 San Diego, CA 92108

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.

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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 Consultant through its duly authorized officer(s).

C&S ENGINEERS, INC.

By _____
JOHN CAMP, President and COO

By _____
LAURA KELLEY, Director of Finance

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 1, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall provide COUNTY with the following services:

I. Description of Goods and/or Services

At the request of the Airport Manager or Director of Public Works by issuance of a written task order ("Task Order"), Consultant shall perform architectural, engineering, and planning services for individual projects within the scope of RFQ AIR022601 in accordance with the terms of the Task Order and this Agreement. Typical tasks may include, but are not limited to:

Architectural & Engineering

- Associated architectural and engineering design for airfield civil, hydrology, electrical, and utility projects listed in the attached Airport Capital Improvement Program (ACIP), including aircraft parking aprons, taxiways, runways, airfield marking, airfield signage and lighting, hangar rehabilitation, airfield drainage.
- Project coordination with other consulting firms contracted with Napa County Airport, Napa County Departments, and other governing agencies as necessary.
- Preparation of contract plans and specifications. To include assistance with RFP/RFQ County procurement process.
- Assistance with the preparation and development of the annual Airport Capital Improvement Program (ACIP).
- Miscellaneous airport engineering and architectural consulting support services as required

Planning

- Associated and planning efforts for airfield civil, hydrology, electrical, and utility projects listed in the attached Airport Capital Improvement Program (ACIP), including aircraft parking aprons, taxiways, runways, airfield marking, airfield signage and lighting, hangar rehabilitation, airfield drainage.
- Assistance with the preparation and development of the annual ACIP.
- Project coordination with other consultant firms contracted with Napa County Airport, Napa County Departments, and other governing agencies as necessary.

- Coordination with the Federal Aviation Administration (FAA) in grant proposals, applications performance reporting, and closeout.
- Ability to represent the Airport in discussions with the public and regulatory agencies.
- Pavement Maintenance Management Plan Update
- Airport Planning, Airspace, and Land Use Studies.
- Airport Layout Plan Update with Narrative.
- Miscellaneous airport planning support services as required.

These services may include, but are not limited to, representing the Airport in discussions with governing bodies and regulatory agencies regarding the airport work program, grant requirements, airport grant eligibility, and project documentation.

II. Schedule

Consultant shall complete the Scope of Services in accordance with the schedule set forth in each Task Order.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Services performed by Consultant in accordance with a Task Order will be accomplished on a time and expense (T&E) basis at the rates shown in Exhibit "B." Each Task Order will contain an agreed upon Not to Exceed (NTE) amount.

C&S ENGINEERS INC. RATE SCHEDULE

TITLE	RATE
Service Group Manager	$312.00
Principal Engineer	$292.00
Chf Engineer	$292.00
Mng Engineer	$271.00
Sr. Project Engineer	$243.00
Project Engineer	$208.00
Engineer	$188.00
Staff Engineer	$159.00
Chief Designer	$177.00
Sr. Designer	$156.00
Sr. Program Mgr (Grant Admin)	$115.00
Construction Principal	$306.00
RPR I	$148.00
RPR I (OT Rate)	$222.00
RPR II	$175.00
RPR II (OT Rate)	$263.00
RPR III	$185.00
RPR III (OT Rate)	$277.00
RPR IV	$216.00

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.

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. Consultant and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Consultant and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Consultant and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Consultant shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Consultant and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. 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 Consultant and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Consultant and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Consultant and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Consultant and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. 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. Consultant and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Consultant and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Consultant shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Consultant is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Consultant certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Consultant as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Consultant and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Consultant is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

EXHIBIT E
FAA PROVISIONS

For purposes of this Exhibit "E," "Contractor" shall mean Consultant, "Sponsor" and "Owner" shall mean the County and "Contract" shall mean this Agreement.

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

If the value of the contract exceeds $350,000, the following provision applies:

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or Contract and be subject to any enforcement action as authorized by law.

5. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

a) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
b) Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

d) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a Contract, in whole or in part.

f) Incorporation of Provisions: The Contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. CLEAN AIR AND WATER POLLUTION CONTROL

if the value of this Agreement exceeds $150,000, the following provision applies:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed $150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

If the value of this Agreement is more than $100,000 and the Agreement involves the employment of mechanics, laborers watchmen or guards, the following provision applies:

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, including watchmen and guards, in any workweek in 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 clause set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this clause.

c) Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner 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 forth in paragraph (b) of this clause.

d) Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) and also a clause requiring the subcontractor 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 clause.

9. COPELAND "ANTI-KICKBACK" ACT

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON REQUIREMENTS

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

a) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
(1)The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2)The classification is utilized in the area by the construction industry; and
(3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B)If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C)In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv)If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b) Withholding. The Federal Aviation Administration or the Sponsor 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all

laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B)Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii)The Contractor or subcontractor shall make the records required under paragraph (c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

d) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fid apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii)Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

e) Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

f)Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration 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 compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

g) Contract Termination: Debarment.

A breach of the contract clauses in paragraph a) through j) of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

h) Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

i) Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j) Certification of Eligibility.

(i)By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(ii)No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

11. CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

By submitting a bid/proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

12. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

Contractor, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Contractor will accomplish this by:

a) Checking the System for Award Management at website: http://www.sam.gov.

b) Collecting a certification statement similar to the Certification of Contractor Regarding Debarment, above.
c) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

13. DISADVANTAGED BUSINESS ENTERPRISE

a) The requirements of 49 CFR Part 26, including any amendments thereto, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

b) Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1)Withholding monthly progress payments;
2)Assessing sanctions;
3)Liquidated damages; and/or
4)Disqualifying the Contractor from future bidding as non-responsible.

c) Prompt Payment (49 CFR § 26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

d) Termination of DBE Subcontracts (49 CFR § 26.53(f)). The prime contractor must not terminate a DBE subcontractor listed in its proposal (or an approved substitute DBE firm) without prior written consent of the County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-

DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the County. Unless County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The County may provide such written consent only if the County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to the County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the County, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

14. TEXTING WHEN DRIVING

If the value of this agreement exceeds $15,000, the following provision applies:

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

16. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17. CERTIFICATION REGARDING LOBBYING

If the value of this Agreement exceeds $100,000, the following provision applies:

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352. 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.

18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
1)The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2)The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:
a)Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b)Fails to meet reasonable contract performance requirements; or
c)Is only available at an unreasonable price.

20. RIGHTS TO INVENTIONS

If this Agreement meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and this Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work, the following provision applies:

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

21. SEISMIC SAFETY

If this Agreement involves services related to the construction of new buildings or additions to existing buildings, the following provision applies:

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

22. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

By signing this Agreement, the Contractor makes the following certifications:

1)The Contractor represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2)The Contractor represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

23. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

24. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

25. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor certifies that, to the greatest extent practicable, the Contractor has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

26. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Contractor certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

27. FAA BUY AMERICAN PREFERENCE

If this Agreement includes providing a manufactured good as a deliverable under this Agreement, the following provision applies:

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The Contractor must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Contractor certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Contractor certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

NAPA COUNTY AGREEMENT NO. 260366B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 19th day of May, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Alpha CM, Inc. a California Corporation, whose address is 2180 Jefferson St, Suite 212, Napa, CA 94559, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain as-needed Construction Management and Inspection Services for specific aviation/airport projects.

B. Consultant was selected to provide professional services by Request for Qualifications, after a competitive process conducted pursuant to RFQ# AIR022601, which was completed April 2026.

C. The Request for Qualifications for airport professional services was under FAA guidelines that anticipates a five-year contract which coincides with the airport's five-year capital projects list.

D. 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, 2031 unless terminated earlier in accordance with this Article. For purposes of this agreement, "fiscal year" shall mean the period commencing July 1 and ending 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, attached hereto and incorporated by reference herein.

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 Six Hundred Thousand ($600,000.00) 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 Airport 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.

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. 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 including limiting the cost to defend charged to the design professional shall not exceed the design professional's proportionate percentage of fault.

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

Airport Manager 2000 Airport Road Napa, CA 94558	Alpha CM, Inc. 2180 Jefferson St. Suite 212 Napa, CA 94559

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.

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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 Consultant through its duly authorized officer(s).

ALPHA CM, INC.

By _____ 4/28/2026
DAVE LATONA, President

By _____ 4/28/26
BRIAN DANLEY, Vice President

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: April 28, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall provide COUNTY with the following services:

I. Description of Goods and/or Services

At the request of the Airport Manager or Director of Public Works by issuance of a written task order ("Task Order"), Consultant shall perform Construction management and inspection services for individual projects within the scope of RFQ AIR022601 in accordance with the terms of the Task Order and this Agreement. Typical tasks may include, but are not limited to:

- Construction management and inspection services including but not limited to civil, structural, mechanical, plumbing, framing, and electrical work.
- Complete necessary requirements for SWPPP program, Certified Payrolls, Quality Assurance/Quality Control, Geotechnical, and Davis Bacon Wages (if required).
- Preparation of daily construction inspection reports (to include photos with relevant construction activities for each day).
- Preparation of monthly constructed quantity forms, review and recommend action for progress payments.
- Preparation of required state/federal forms (if necessary).
- Monitor site for plan and specification conformance to include warranty services and site safety.
- Coordinate and facilitate preconstruction meetings and facilitate project coordination meetings at work site or remotely (project dependent).
- Prepare the weekly statement of working days reports and advise Napa County staff on project schedules.
- Receive, log, review, and distribute submittals for approvals.
- Enforce contract required environmental compliance and traffic control compliance.
- Respond, log, and process requests for information (RFIs), review for legitimacy/process change orders, and include dispute resolution.
- As-built progress checks monthly, including close out as-builts.
- Ensure improvements comply with the American with Disabilities Act (ADA) where necessary.
- Coordinate construction completion walk through, establish and maintain punch list, complete and process notice of completion forms.
- Constructability Reviews.

II. Schedule

Consultant shall complete the Scope of Services in accordance with the schedule set forth in each Task Order.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Services performed by Consultant in accordance with a Task Order will be accomplished on a time and expense (T&E) basis at the rates shown in Exhibit "B." Each Task Order will contain an agreed upon Not to Exceed (NTE) amount.

Alpha CM

2026 HOURLY RATES

CONSTRUCTION MANAGEMENT	HOURLY RATE
Principal-in-charge	$215 - 245
Project Manager	205 - 225
Construction Manager	185 - 218
Resident Engineer	185 - 230
Scheduling Engineers	145 - 160
Construction Inspector	175 - 210
Scheduler / Estimator	196 - 212
Office Engineer	136 - 158
Administration	100 - 115

Notes:

1. Rates are fully burden hourly standard time rates based on M-F, 8 hour days.
2. Four- and eight-hour minimums apply for calculations, tasks requiring travel, and legal appearances.

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

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.

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. Consultant and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Consultant and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Consultant and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Consultant shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Consultant and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. 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 Consultant and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Consultant and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Consultant and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Consultant and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. 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. Consultant and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Consultant and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Consultant shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Consultant is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Consultant certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Consultant as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Consultant and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Consultant is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

EXHIBIT E
FAA PROVISIONS

For purposes of this Exhibit "E," "Contractor" shall mean Consultant, "Sponsor" and "Owner" shall mean the County and "Contract" shall mean this Agreement.

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

If the value of the contract exceeds $350,000, the following provision applies:

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or Contract and be subject to any enforcement action as authorized by law.

5. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

a) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
b) Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

d) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a Contract, in whole or in part.

f) Incorporation of Provisions: The Contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. CLEAN AIR AND WATER POLLUTION CONTROL

if the value of this Agreement exceeds $150,000, the following provision applies:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed $150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

If the value of this Agreement is more than $100,000 and the Agreement involves the employment of mechanics, laborers watchmen or guards, the following provision applies:

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, including watchmen and guards, in any workweek in 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 clause set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this clause.

c) Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner 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 forth in paragraph (b) of this clause.

d) Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) and also a clause requiring the subcontractor 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 clause.

9. COPELAND "ANTI-KICKBACK" ACT

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON REQUIREMENTS

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

a) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
(1)The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2)The classification is utilized in the area by the construction industry; and
(3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B)If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C)In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv)If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b) Withholding. The Federal Aviation Administration or the Sponsor 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all

laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B)Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii)The Contractor or subcontractor shall make the records required under paragraph (c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

d) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fid apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii)Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

e) Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

f)Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration 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 compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

g) Contract Termination: Debarment.

A breach of the contract clauses in paragraph a) through j) of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

h) Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

i) Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j) Certification of Eligibility.

(i)By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(ii)No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

11. CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

By submitting a bid/proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

12. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

Contractor, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Contractor will accomplish this by:

a) Checking the System for Award Management at website: http://www.sam.gov.

b) Collecting a certification statement similar to the Certification of Contractor Regarding Debarment, above.
c) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

13. DISADVANTAGED BUSINESS ENTERPRISE

a) The requirements of 49 CFR Part 26, including any amendments thereto, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

b) Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1)Withholding monthly progress payments;
2)Assessing sanctions;
3)Liquidated damages; and/or
4)Disqualifying the Contractor from future bidding as non-responsible.

c) Prompt Payment (49 CFR § 26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

d) Termination of DBE Subcontracts (49 CFR § 26.53(f)). The prime contractor must not terminate a DBE subcontractor listed in its proposal (or an approved substitute DBE firm) without prior written consent of the County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-

DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the County. Unless County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The County may provide such written consent only if the County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to the County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the County, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

14. TEXTING WHEN DRIVING

If the value of this agreement exceeds $15,000, the following provision applies:

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

16. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17. CERTIFICATION REGARDING LOBBYING

If the value of this Agreement exceeds $100,000, the following provision applies:

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352. 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.

18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
1)The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2)The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:
a)Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b)Fails to meet reasonable contract performance requirements; or
c)Is only available at an unreasonable price.

20. RIGHTS TO INVENTIONS

If this Agreement meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and this Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work, the following provision applies:

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

21. SEISMIC SAFETY

If this Agreement involves services related to the construction of new buildings or additions to existing buildings, the following provision applies:

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

22. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

By signing this Agreement, the Contractor makes the following certifications:

1)The Contractor represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2)The Contractor represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

23. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

24. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

25. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor certifies that, to the greatest extent practicable, the Contractor has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

26. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Contractor certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

27. FAA BUY AMERICAN PREFERENCE

If this Agreement includes providing a manufactured good as a deliverable under this Agreement, the following provision applies:

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The Contractor must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Contractor certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Contractor certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

NAPA COUNTY AGREEMENT NO. 260370B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 19th day of May, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Brandley Engineering, Inc. a California Corporation, whose address is 6125 King Road Suite 201, Loomis, CA 95650, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain as-needed Architectural and Engineering Services consisting of consultation and technical assistance on projects with specific aviation/airport issues for compliance with FAA standards at the Napa County Airport; and

B. Consultant was selected to provide professional services by Request for Qualifications, after a competitive process conducted pursuant to RFQ# AIR022601, which was completed April 2026.

C. The Request for Qualifications for airport professional services was under FAA guidelines that anticipates a five-year contract which coincides with the airport's five-year capital projects list.

D. 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, 2031 unless terminated earlier in accordance with this Article. For purposes of this agreement, "fiscal year" shall mean the period commencing July 1 and ending 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, attached hereto and incorporated by reference herein.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of One Million Dollars ($1,000,000.00) 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 Airport 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.

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. 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 including limiting the cost to defend charged to the design professional shall not exceed the design professional's proportionate percentage of fault.

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. If the County incurs costs in enforcing Consultant's indemnity, hold harmless and defense obligations in Section 5.1 by reason of Consultant's refusal to perform such obligations after request by the County, and Consultant either subsequently voluntarily agrees to perform such obligations or a court or arbitrator with jurisdiction over the matter determines that Consultant is required to perform such obligations, then Consultant shall reimburse the County for County's cost in enforcing Consultant's obligations within 30 days after the County provides reasonable evidence of County's enforcement costs.

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
Airport Manager 2000 Airport Road Napa, CA 94558	Brandley Engineering, Inc. 6125 King Road, Suite 201 Loomis, CA 95650

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.

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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 Consultant through its duly authorized officer(s).

BRANDLEY ENGINEERS, INC.

By _____
MELISSA BRANDLEY, Chief Financial Officer

By _____
R. DAMON BRANDLEY, President

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 13, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall provide COUNTY with the following services:

I. Description of Goods and/or Services

At the request of the Airport Manager or Director of Public Works by issuance of a written task order ("Task Order"), Consultant shall perform architectural and engineering services for individual projects within the scope of RFQ AIR022601 in accordance with the terms of the Task Order and this Agreement. Typical tasks may include, but are not limited to: pavement condition evaluations, pavement repair and rehabilitation support; support with Airports Capital Improvement Plan (ACIP) preparation; grant administration support; Fixed Base Operator (FBO) support; Architectural or engineering studies for miscellaneous requests; coordination and meetings; exhibit support for environmental documentation for any project at the Napa County Airport; and any project necessary for compliance with FAA standards.

II. Schedule

Consultant shall complete the Scope of Services in accordance with the schedule set forth in each Task Order.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Services performed by Consultant in accordance with a Task Order will be accomplished on a time and expense (T&E) basis at the rates shown in Exhibit "B." Each Task Order will contain an agreed upon Not to Exceed (NTE) amount.

DESIGN PROFESSIONAL RATE SCHEDULE FOR SERVICES
BRANDLEY ENGINEERING, INC.
Effective Date: January 2026

Personnel

Principal Engineer	$300.00/Hour
Senior Engineer	$190.00/Hour
Junior Engineer	$130.00/Hour
Senior Drafter	$120.00/Hour
Junior Drafter	$100.00/Hour
Laboratory Technician	$90.00/Hour
Laboratory Apprentice	$50.00/Hour
Project Administrator	$100.00/Hour
Clerical	$85.00/Hour
Resident Engineer	$200.00/Hour
Senior Inspector	$180.00/Hour
Apprentice – Field Work	$95.00/Hour

Subconsultants

Consulting Services, Testing Services	Cost + 10%

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.

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. Consultant and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Consultant and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Consultant and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Consultant shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Consultant and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. 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 Consultant and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Consultant and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Consultant and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Consultant and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. 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. Consultant and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Consultant and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Consultant shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Consultant is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Consultant certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Consultant as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Consultant and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Consultant is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

EXHIBIT E
FAA PROVISIONS

For purposes of this Exhibit "E," "Contractor" shall mean Consultant, "Sponsor" and "Owner" shall mean the County and "Contract" shall mean this Agreement.

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

If the value of the contract exceeds $350,000, the following provision applies:

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or Contract and be subject to any enforcement action as authorized by law.

5. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

a) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
b) Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

d) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a Contract, in whole or in part.

f) Incorporation of Provisions: The Contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. CLEAN AIR AND WATER POLLUTION CONTROL

if the value of this Agreement exceeds $150,000, the following provision applies:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed $150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

If the value of this Agreement is more than $100,000 and the Agreement involves the employment of mechanics, laborers watchmen or guards, the following provision applies:

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, including watchmen and guards, in any workweek in 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 clause set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this clause.

c) Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner 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 forth in paragraph (b) of this clause.

d) Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) and also a clause requiring the subcontractor 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 clause.

9. COPELAND "ANTI-KICKBACK" ACT

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON REQUIREMENTS

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

a) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
(1)The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2)The classification is utilized in the area by the construction industry; and
(3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B)If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C)In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv)If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b) Withholding. The Federal Aviation Administration or the Sponsor 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all

laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B)Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii)The Contractor or subcontractor shall make the records required under paragraph (c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

d) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fid apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii)Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

e) Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

f)Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration 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 compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

g) Contract Termination: Debarment.

A breach of the contract clauses in paragraph a) through j) of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

h) Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

i) Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j) Certification of Eligibility.

(i)By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(ii)No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

11. CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

By submitting a bid/proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

12. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

Contractor, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Contractor will accomplish this by:

a) Checking the System for Award Management at website: http://www.sam.gov.

b) Collecting a certification statement similar to the Certification of Contractor Regarding Debarment, above.
c) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

13. DISADVANTAGED BUSINESS ENTERPRISE

a) The requirements of 49 CFR Part 26, including any amendments thereto, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

b) Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1)Withholding monthly progress payments;
2)Assessing sanctions;
3)Liquidated damages; and/or
4)Disqualifying the Contractor from future bidding as non-responsible.

c) Prompt Payment (49 CFR § 26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

d) Termination of DBE Subcontracts (49 CFR § 26.53(f)). The prime contractor must not terminate a DBE subcontractor listed in its proposal (or an approved substitute DBE firm) without prior written consent of the County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-

DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the County. Unless County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The County may provide such written consent only if the County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to the County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the County, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

14. TEXTING WHEN DRIVING

If the value of this agreement exceeds $15,000, the following provision applies:

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

16. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17. CERTIFICATION REGARDING LOBBYING

If the value of this Agreement exceeds $100,000, the following provision applies:

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352. 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.

18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
1)The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2)The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:
a)Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b)Fails to meet reasonable contract performance requirements; or
c)Is only available at an unreasonable price.

20. RIGHTS TO INVENTIONS

If this Agreement meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and this Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work, the following provision applies:

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

21. SEISMIC SAFETY

If this Agreement involves services related to the construction of new buildings or additions to existing buildings, the following provision applies:

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

22. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

By signing this Agreement, the Contractor makes the following certifications:

1)The Contractor represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2)The Contractor represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

23. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

24. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

25. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor certifies that, to the greatest extent practicable, the Contractor has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

26. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Contractor certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

27. FAA BUY AMERICAN PREFERENCE

If this Agreement includes providing a manufactured good as a deliverable under this Agreement, the following provision applies:

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The Contractor must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Contractor certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Contractor certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

NAPA COUNTY AGREEMENT NO. 260371B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 19th day of May, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Brandley Engineering, Inc., a California Corporation, whose address is 6125 King Road Suite 201, Loomis, CA 95650, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain as needed Construction Management Services for aviation/airport projects at the Napa County Airport.

B. Consultant was selected to provide professional services by Request for Qualifications, after a competitive process conducted pursuant to RFQ# AIR022601, which was completed April 2026.

C. The Request for Qualifications for airport professional services was under FAA guidelines that anticipates a five-year contract which coincides with the airport's five-year capital projects list.

D. 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, 2031, unless terminated earlier in accordance with this Article. For purposes of this agreement, "fiscal year" shall mean the period commencing July 1 and ending 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, attached hereto and incorporated by reference herein.

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 Six-Hundred Thousand Dollars ($600,000.00) 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 Airport 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.

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. 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 including limiting the cost to defend charged to the design professional shall not exceed the design professional's proportionate percentage of fault.

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. If the County incurs costs in enforcing Consultant's indemnity, hold harmless and defense obligations in Section 5.1 by reason of Consultant's refusal to perform such obligations after request by the County, and Consultant either subsequently voluntarily agrees to perform such obligations or a court or arbitrator with jurisdiction over the matter determines that Consultant is required to perform such obligations, then Consultant shall reimburse the County for County's cost in enforcing Consultant's obligations within 30 days after the County provides reasonable evidence of County's enforcement costs.

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
Airport Manager 2000 Airport Road Napa, CA 94558	Brandley Engineering, Inc. 6125 King Road, Suite 201 Loomis, CA 95650

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.

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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 Consultant through its duly authorized officer(s).

BRANDLEY ENGINEERING, INC.

By _____
MELISSA BRANDLEY, Chief Financial Officer

By _____
R. DAMON BRANDLEY, President

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: _____ Processed By:	By:_____
Date: May 13, 2026	_____ Deputy Clerk of the Board	

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall provide COUNTY with the following services:

I. Description of Goods and/or Services

- At the request of the Airport Manager or Director of Public Works by issuance of a written task order ("Task Order"), Consultant shall perform Construction management and inspection services for individual projects within the scope of RFQ AIR022601 in accordance with the terms of the Task Order and this Agreement. Typical tasks may include, but are not limited to:
- Construction management and inspection services including but not limited to civil, structural, mechanical, plumbing, framing, and electrical work.
- Complete necessary requirements for SWPPP program, Certified Payrolls, Quality Assurance/Quality Control, Geotechnical, and Davis Bacon Wages (if required).
- Preparation of daily construction inspection reports (to include photos with relevant construction activities for each day).
- Preparation of monthly constructed quantity forms, review and recommend action for progress payments.
- Preparation of required state/federal forms (if necessary).
- Monitor site for plan and specification conformance to include warranty services and site safety.
- Coordinate and facilitate preconstruction meetings and facilitate project coordination meetings at work site or remotely (project dependent).
- Prepare the weekly statement of working days reports and advise Napa County staff on project schedules.
- Receive, log, review, and distribute submittals for approvals.
- Enforce contract required environmental compliance and traffic control compliance.
- Respond, log, and process requests for information (RFIs), review for legitimacy/process change orders, and include dispute resolution.
- As-built progress checks monthly, including close out as-builts.

- Ensure improvements comply with the American with Disabilities Act (ADA) where necessary.
- Coordinate construction completion walk through, establish and maintain punch list, complete and process notice of completion forms.
- Constructability Reviews.

II. Schedule

Consultant shall complete the Scope of Services in accordance with the schedule set forth in each Task Order.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Services performed by Consultant in accordance with a Task Order will be accomplished on a time and expense (T&E) basis at the rates shown in Exhibit "B." Each Task Order will contain an agreed upon Not to Exceed (NTE) amount.

DESIGN PROFESSIONAL RATE SCHEDULE FOR SERVICES
BRANDLEY ENGINEERING, INC.
Effective Date: January 2026

Personnel

Principal Engineer	$300.00/Hour
Senior Engineer	$190.00/Hour
Junior Engineer	$130.00/Hour
Senior Drafter	$120.00/Hour
Junior Drafter	$100.00/Hour
Laboratory Technician	$90.00/Hour
Laboratory Apprentice	$50.00/Hour
Project Administrator	$100.00/Hour
Clerical	$85.00/Hour
Resident Engineer	$200.00/Hour
Senior Inspector	$180.00/Hour
Apprentice – Field Work	$95.00/Hour

Subconsultants

Consulting Services, Testing Services	Cost + 10%

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.

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. Consultant and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Consultant and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Consultant and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Consultant shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Consultant shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Consultant and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. 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 Consultant and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Consultant and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Consultant and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Consultant and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. 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. Consultant and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Consultant and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Consultant shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Consultant is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Consultant certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Consultant as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Consultant and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Consultant is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Consultant for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Consultant shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

EXHIBIT E
FAA PROVISIONS

For purposes of this Exhibit "E," "Contractor" shall mean Consultant, "Sponsor" and "Owner" shall mean the County and "Contract" shall mean this Agreement.

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

If the value of the contract exceeds $350,000, the following provision applies:

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4. TITLE VI SOLICITATION NOTICE

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or Contract and be subject to any enforcement action as authorized by law.

5. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

a) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
b) Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

d) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a Contract, in whole or in part.

f) Incorporation of Provisions: The Contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7. CLEAN AIR AND WATER POLLUTION CONTROL

if the value of this Agreement exceeds $150,000, the following provision applies:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed $150,000.

8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

If the value of this Agreement is more than $100,000 and the Agreement involves the employment of mechanics, laborers watchmen or guards, the following provision applies:

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, including watchmen and guards, in any workweek in 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 clause set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this clause.

c) Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner 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 forth in paragraph (b) of this clause.

d) Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) and also a clause requiring the subcontractor 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 clause.

9. COPELAND "ANTI-KICKBACK" ACT

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10. DAVIS-BACON REQUIREMENTS

If the value of this Agreement exceeds $2,000 and includes work that qualifies as construction, alteration, or repair, the following provision applies:

a) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
(1)The work to be performed by the classification requested is not performed by a classification in the wage determination;
(2)The classification is utilized in the area by the construction industry; and
(3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B)If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C)In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv)If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b) Withholding. The Federal Aviation Administration or the Sponsor 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all

laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B)Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii)The Contractor or subcontractor shall make the records required under paragraph (c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

d) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fid apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii)Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

e) Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

f)Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration 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 compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

g) Contract Termination: Debarment.

A breach of the contract clauses in paragraph a) through j) of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

h) Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

i) Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j) Certification of Eligibility.

(i)By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(ii)No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

11. CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

By submitting a bid/proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

12. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

If this Agreement is a "covered transaction" as defined in 2 CFR Part 180 (Subpart B), the following provision applies:

Contractor, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The Contractor will accomplish this by:

a) Checking the System for Award Management at website: http://www.sam.gov.

b) Collecting a certification statement similar to the Certification of Contractor Regarding Debarment, above.
c) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

13. DISADVANTAGED BUSINESS ENTERPRISE

a) The requirements of 49 CFR Part 26, including any amendments thereto, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

b) Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1)Withholding monthly progress payments;
2)Assessing sanctions;
3)Liquidated damages; and/or
4)Disqualifying the Contractor from future bidding as non-responsible.

c) Prompt Payment (49 CFR § 26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

d) Termination of DBE Subcontracts (49 CFR § 26.53(f)). The prime contractor must not terminate a DBE subcontractor listed in its proposal (or an approved substitute DBE firm) without prior written consent of the County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-

DBE firm, or with another DBE firm. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the County. Unless County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The County may provide such written consent only if the County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to the County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the County, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

14. TEXTING WHEN DRIVING

If the value of this agreement exceeds $15,000, the following provision applies:

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

16. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17. CERTIFICATION REGARDING LOBBYING

If the value of this Agreement exceeds $100,000, the following provision applies:

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352. 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.

18. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
1)The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2)The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:
a)Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b)Fails to meet reasonable contract performance requirements; or
c)Is only available at an unreasonable price.

20. RIGHTS TO INVENTIONS

If this Agreement meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and this Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work, the following provision applies:

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

21. SEISMIC SAFETY

If this Agreement involves services related to the construction of new buildings or additions to existing buildings, the following provision applies:

In the performance of design services, the Contractor agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Contractor agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

22. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

By signing this Agreement, the Contractor makes the following certifications:

1)The Contractor represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2)The Contractor represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

23. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

24. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

25. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor certifies that, to the greatest extent practicable, the Contractor has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

26. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Contractor certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

27. FAA BUY AMERICAN PREFERENCE

If this Agreement includes providing a manufactured good as a deliverable under this Agreement, the following provision applies:

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The Contractor must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Contractor certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Contractor certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

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Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1029

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Juan Arias, Deputy Director of Public Works

SUBJECT: Fiscal Year 2026-27 SB 1 list of streets and roads projects approvals

RECOMMENDATION

Adopt a Resolution approving the Fiscal Year 2026-2027 list of streets and roads projects and authorization to submit the list of projects to the California Transportation Commission, which will qualify Napa County to receive local streets and roads funding in accordance with the Road Repair and Accountability Act of 2017 (SB 1). (Fiscal Impact $4,407,399 Revenue (estimated); SB 1 Non-Operating Special Revenue Fund; Budgeted; Discretionary)

BACKGROUND

On April 28, 2017, the Governor signed Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017. SB 1 increased per gallon fuel excise taxes; increased diesel fuel sales taxes and vehicle registration fees; and provided for inflationary adjustments to tax rates in future years. Beginning November 1, 2017, the State Controller (Controller) deposited various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new SB 1 funding is being apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Prior to receiving an apportionment of funds under the program pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller, an eligible city or county shall submit to the California Transportation Commission (CTC) a resolution providing a list of projects proposed to be funded with SB 1 RMRA funds. The project list shall be adopted by resolution at a regularly scheduled Board meeting, with such meeting being the forum for any public input on the list.

The list of projects proposed to be funded with SB 1 RMRA funds shall include:

- A description of the project
- The location of each proposed project;
- A proposed schedule for the project's completion; and
- The estimated useful life of the improvement.

The project list with the above information is included as part of the resolution recommended to be approved as part of this item. The project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with the Road Repair and Accountability Act of 2017 (Act). Just as with the Highway Users Trust Account (HUTA), funding is not guaranteed at a specific level, but is a function of actual revenues collected by the Act's various taxes.

The County received:

$951,478 in Fiscal Year 2017-18,

$3,002,310 in Fiscal Year 2018-19,

$2,608,430 in Fiscal Year 2019-20,

$2,972,129 in Fiscal Year 2020-21,

$3,146,545 in Fiscal Year 2021-22,

$3,751,547 in Fiscal Year 2022-23,

$4,032,342 in Fiscal Year 2023-24,

$4,261,858 in Fiscal Year 2024-25,

$4,103,976 (estimate) in Fiscal Year 2025-26 and

The State Controller's office projects the County of Napa will receive $4,407,399 in Fiscal Year 2026-27.

The proposed projects are as follows:

Guardrail Repairs/Replacement - Various Locations - Cost: $550,666

Guardrail Repairs/Replacement (Highway Safety Improvement Program (HSIP 11) - Various Locations - Cost: $1,000,000

Various Roads Striping - Various Locations - Cost $300,000

Carol Drive/Delpha Storm Drain - Carol Drive/Delpha Drive - Cost $325,000

Silverado Trail Safety Improvements (Highway Safety Improvement Program (HSIP 11) - Silverado Trail intersections with Oak Knoll Avenue and Zinfandel Lane.

All projects are scheduled for construction completion in 2026. The attached resolution lists the locations for the projects shown above. The Act also requires that we submit an annual report, by October 1 of each year, regarding projects that are completed using SB 1 funds.

Upon receipt, SB 1 revenue is placed in a separate account. Money is moved from the designated account into eligible projects as it becomes available, and work will only occur when the project is funded. This process ensures that projects are not started until adequate funds (and cash flow) are available and appropriated to start (and ultimately finish) a phase of the project.

SB 1 has a Maintenance of Effort (MOE) requirement, meaning that the County must continue to spend General Fund money at a level consistent with our expenditures in Fiscal Years 2009-10, 2010-11, and 2011-12. This is done to ensure that the County is not using SB 1 funds to supplant existing investments in roads. The County's calculated MOE is $1,145,060. This amount is lower than our estimated MOE requirement under Measure T and is well below the Board's current General Fund contribution of $5,275,000 to roads.

Projects chosen and included in the attached Resolution were based on the ability to start this calendar year or next. Our pavement management system was used to identify those projects that were highest priority and provided the best value for the dollars to be spent. These projects are only a small subset of the various roads projects the County is undertaking in the coming year. Those other projects are funded by a variety of other funding sources, such as Measure T & Measure U, PG&E settlement funds, the General Fund, FHWA, and FEMA funding.

Director of Public Works requests adoption of a Resolution approving the Fiscal Year 2026-2027 list of streets and roads projects and authorization to submit the list of projects to the California Transportation Commission (CTC), which will qualify Napa County to receive local streets and roads funding in accordance with the Road Repair and Accountability Act of 2017 (SB 1).

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Each project is individually approved by the Board and funded from the County's SB1 account.
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	This source of funding will assist the County in maintaining the County road system.
Is the general fund affected?	No
Future fiscal impact:	Revenue will continue to be received in Fund 2440, Sub-Division 1220052, non-operating special revenue fund for SB1
Consequences if not approved:	The County would not receive this source of funding.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (Existing Facilities) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

RESOLUTION NO. 2026-_____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 ("SB 1"), the Road Repair and Accountability Act of 2017, was adopted to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure residents are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, pursuant to Streets and Highways Code section 2034(a)(1), Napa County ("County") must adopt by resolution at a regular public meeting, a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account ("RMRA"), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, County, will receive an estimated $4,407,399 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the tenth year the County will receive SB 1 funding and these funds will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the County has undergone a public process to ensure public input into our community's transportation priorities for the project list; and

WHEREAS, the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the County's streets and roads are in an "at risk" condition and this revenue will help the County increase the overall quality of our road system and over the next decades will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety; investing in complete streets infrastructure; and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Napa County Board of Supervisors as follows:

1. The foregoing recitals are true and correct.

2. The fiscal year 2026-27 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues are as shown in Exhibit A.

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 19th day of May, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

ABSTAIN: 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: *Ryan FitzGerald* (e-sign)	Date _____ Processed By:	By: _____
Date: April 23, 2026	_____ Deputy Clerk of the Board	

EXHIBIT A

SB 1 Project List

Project Name	Project Description	Location of Project	Schedule for Completion	Estimated Useful Life of Improvement	Estimated Project Cost
Capital Improvement Projects (CIP)					
Guardrail Repairs/Replacement	Repair and replace guardrail	Various locations (Attachment A)	July 1 - October 2026	20+ years	$550,666
Guardrail Repairs/Replacement (HSIP 11)	Repair and replace guardrail	Various locations (Attachment B)	July 1 - October 2026	20+ years	$1,000,000
Various roads striping	Road striping	Various locations (Attachment C)	July 1 - October 2026	1 year	$300,000
Carol Drive/Delpha Storm Drain	Storm drain rehabilitation	Carol Drive/Delpha Drive	July 1 - October 2026	20+ years	$325,000
HSIP 11 Silverado Trail Intersection Safety Projects	Various safety projects	Silverado Trail intersection with Oak Knoll Avenue and Zinfandel Lane	July 1 - October 2026	20+ years	$500,000

Attachment A

Site #1- 1771 Wooden Valley Rd	(MPM 4.30)
Site #2- 1771 Wooden Valley Rd	(MPM 4.00)
Site #3- 1771 Wooden Valley Rd	(MPM 4.30)
Site #4- 1930 N. Kelly Rd	(MPM 0.80)
Site #5- 6505 Gordon Valley Rd	(MPM 1.90)
Site #6- 1212 Bennett Ln	(MPM 0.50)
Site #7- 1070 Las Amigas Rd	(MPM 0.30)
Site #8- 1701 Mt. Veeder Rd	(MPM 2.13)
Site #9- 3494 State Highway 29	(MPM 32.5)
Site #10- 1915 Wooden Valley Rd	(MPM 4.30)
Site #11- 1930 N. Kelly Rd	(MPM 0.80)
Site #12- 1296 Silverado Trail South	(MPM 15.49)
Site #13- 2301 Silverado Trail North	(MPM 18.00)

Component #2 (at Dry Creek Bridge):

Site #14- 5050 Dry Creek Rd	(MPM 5.59)

Component #3 (NVTA Crash Cushion Replacement (Caltrans)):

Site #15- 4210 St. Helena Highway	-
Site #16- 3358 St. Helena Highway	

Attachment B

ID #198 & #199 – Silverado Trail by Pickett Road

ID #405 & #406 – Silverado Trail by Conn Valley Road

ID #425 & #426 – Deer Park Road Bridge over the Napa River

ID #228, #232, & #233 – Deer Park Road

ID #427 – Howell Mountain Road

ID #261 – Petrified Forest Road

ID #A & #B – Tubbs Lane Bridge over the Napa River

- Berryessa-Knoxville Rd
- Butts Canyon Rd
- Conn Creek Rd
- Conn Valley Rd
- Dealy Ln
- Diamond Mountain Rd
- Dry Creek Rd
- Green Valley Rd
- Greenwood Rd
- Hardin Rd
- Henry Rd
- Linda Vista Ave
- Lower Chiles Valley Rd
- Meadowood Ln
- Meadowood Rd
- Milton Rd
- Mt. Veeder Rd
- Mund Rd
- Oakville Grade
- Petrified Forest Rd
- S. Kelly Rd (Between SR-12 & SR-29)
- Sunnyside Rd
- Thompson Ave
- Whitehall Ln
- Wild Horse Valley Rd

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:** 5/19/2026 | **File ID #:** 26-1048

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Roberto De La Torre Real - Junior Engineer

SUBJECT: Construction Contract Award and Budget Amendment for the "Ag Building Rehab Project", PW 26-16

RECOMMENDATION

Award a Construction Contract to Good Life Construction, Inc. of North Highlands, CA, in the amount of $244,149 for the "Ag Building Rehab Project", PW 26-16; and approve a Budget Amendment. (Fiscal Impact $268,401 Expense; Ag Weights and Measures Special Revenue Fund and Roads Operations Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

On December 16, 2025, the Board of Supervisors authorized creation of the "Ag Building Rehab Project" and a budget transfer of $177,800 was allocated for the project using the Agricultural Commissioner-Sealer budget (Fund 3000, Sub-Division 3000550, Project 26019).

The Napa County Agricultural Commissioner's Office is responsible for the implementation of federal, state, and local regulatory programs within Napa County. The regulated programs are designed to promote agriculture and protect the environment and public health. To support this effort, this project will remodel the Agricultural Warehouse in preparation for installation of a new water meter test bench.

The scope of work for the Ag. Building Rehab Project includes but is not limited to:

- Demolition of the existing bathroom, storage room, and kitchen space.
- Prep and painting of interior walls.
- Installation of a new water meter test bench.
- Installation of a new electric water heater and plumbing improvements.
- Installation of a new mechanical unit.

Total Square Footage: 393

On March 24, 2026, the Board of Supervisors approved the plans and specifications and authorized to advertise for sealed bids and opening of the bids pursuant to Section 20150.8 of the Public Contract Code. During the bidding phase, staff evaluated the condition of the existing flooring in the Roads main office following concerns about moisture damage. Staff identified signs of water intrusion and confirmed that the flooring has not been replaced since the building's construction in 1995. For economies of scale, the project scope was expanded to include installation of a moisture barrier system, replacement of the flooring, repair of a water-damaged wall, and exterior sealant repairs at the Roads main office.

On April 23, 2026, bids were received and opened. The bid results are listed below for reference:

Contractor	Total Base Bid
Good Life Construction, Inc.	$ 235,570
GSP Construction, Inc.	$ 266,000
Greentech Industry, Inc.	$ 299,575
SKN Construction, Inc.	$ 321,386
Galaxy Construction Services, Inc	$ 343,000
CWS Construction Group, Inc.	$ 415,000

Staff received a seventh bid from CJE Construction LLC, for a low base bid of $229,550. However, due to staff not receiving CJE Construction's bid security prior to the bid opening per the project requirements, staff marked this bid as non-responsive. Staff recommends awarding the contract to the lowest responsive bidder, Good Life Construction, Inc. of North Highlands, CA, for their base bid of $235,570 as well as bid alternate #1 (Roads Main Office Restrooms) of $8,579 for a grand total of $244,149.

Good Life Construction, Inc.'s base bid is higher than the engineer's estimate of $122,064 as the engineer's estimate did not include the Roads Main Office scope of work. The total project cost, including design and engineering, construction, construction management, and contingency is $505,527. Staff is requesting a budget amendment of $103,002 to fully fund the Ag. Building Rehab Project. Staff will fund the $165,399 Construction Cost for the Roads Main Office work through the Roads Operations budget. The work is estimated to begin July of 2026 therefore it'll be paid out of the Roads Operations Fiscal Year 2026-27 budget.

Good Life Construction, Inc. is not a local vendor however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the OpenGov website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Actions:

1. Award of the construction contract for the "Ag Building Rehab Project," PW 26-16 to Good Life Construction, Inc of North Highlands, California for their low base bid of $235,570 as well as bid additive alternate #1 of $8,579 for a grand total of $244,149 and authorization for the Chair to sign the construction contract; and
2. Approve a Budget Amendment for the following (4/5 votes required):
    a. Increase appropriations for Project 26019 - Ag Commissioner's Warehouse in the Capital

Projects Fund (Fund 3000, Sub-Division 3000550) in account 52360 - Construction Services by $103,002, offset by an increase of $103,002 in revenue account 48200 - Transfers-In from the Ag Weights and Measures Special Revenue Fund; and

b. Increase appropriations in the Ag Weights and Measures Special Revenue Fund (Fund 2420, Sub -Division 1600050) in account 56100 - Transfers out by $103,002 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:	Award of the construction contract and approval of the Budget Amendment is necessary to begin project construction to construct the new water meter test table required by the Agricultural Commissioner's Office and conform with Senate Bill 7.
Is the general fund affected?	No
Future fiscal impact:	Future fiscal impact will include routine building maintenance funded through the Ag Weights and Measures SRF and Road Operating Fund Budget for each respective building.
Consequences if not approved:	If not approved, the rehabilitation cannot begin and preparations for the water meter test bench cannot begin nor replacement of the roads office damaged flooring.
Additional Information	Strategic Initiative: Elevate County Service and Workforce.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act as 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

Napa County
Department of Public Works

PROJECT BUDGET

Project Coding: 26019

5/19/2026

Ag. Building Rehab Project, PW 26-16						
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	$147,983	$26,006	$121,977	$0	0%	$121,977
25% Construction Contingency	$36,996	$36,996	$0	$0	0%	$0
Design and Engineering Consultant	$55,824	$0	$55,824	$55,824	100%	$0
Construction Management	$30,000	$30,000	$0	$0	0%	$0
County Project Management/Administration	$10,000	$10,000	$0	$0	0%	$0
Equipment	$55,150	$0	$55,150	$55,146	100%	$4
TOTAL	**$335,953**	**$103,002**	**$232,951**	**$110,970**	**48%**	**$121,981**

Napa County
Department of Public Works

PROJECT BUDGET

Project Coding: 26019

5/19/2026

Ag. Building Rehab - Roads Main Office Flooring Replacement, PW 26-16						
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	$96,166	$96,166	$0	$0	0%	$0
20% Construction Contingency	$19,233	$19,233	$0	$0	0%	$0
Design and Engineering Consultant	$10,000	$10,000	$0	$0	0%	$0
Construction Management	$30,000	$30,000	$0	$0	0%	$0
County Project Management/Administration	$10,000	$10,000	$0	$0	0%	$0
TOTAL	**$165,399**	**$165,399**	**$0**	**$0**	**0%**	**$0**

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1055

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: James Reese, Associate Engineer

SUBJECT: Award of Construction Contract for the "Upper Partrick Road Rehabilitation Project," RDS 24-37

RECOMMENDATION

Award a Construction Contract to Argonaut Constructors, Inc., of Santa Rosa, California, in the amount of $1,488,614 for the "Upper Partrick Road Rehabilitation Project," RDS 24-37, including the base bid and Bid Alternate No. 1. (Fiscal Impact: $1,488,614; Roads Capital Improvement Project Fund; Budgeted; Discretionary)

BACKGROUND

The Upper Partrick Road Rehabilitation Project will pave approximately 0.9 miles of Partrick Road beginning near address 1766 and extending west to the point where the road narrows to a single lane. Every year, the Director of Public Works selects roads for rehabilitation based on their Pavement Condition Index (PCI), which is a numerical index ranging from 0 to 100 that measures pavement condition from failed to new. The PCI for this segment of Partrick Road is approximately 22, indicating a roadway in poor condition requiring rehabilitation. This segment of roadway is severely deteriorated and is experiencing several slow-moving slides, deep pavement cracking, and areas of significant pavement distress.

The project will improve drivability and long-term roadway stability. The proposed work includes construction of limited stitch pile retaining walls at locations where roadway movement has been observed and where slope instability poses the greatest risk to the roadway. Pavement sections exhibiting the most severe distress will be leveled with new asphalt concrete, and the roadway will receive a full overlay to extend the life of the pavement. Three culverts will also be replaced. Two bid alternates were included in the bid set. Bid alternate #1 for additional stitch piles and bid alternate #2 to overlay a 1,200-foot section of road from 1766 to 1781 Partrick Road.

On March 24, 2026, the Board of Supervisors approved the plans and specifications and authorized Public Works to advertise for bids. The project was subsequently advertised on March 26, 2026.

On April 23, 2026, bids were received and publicly opened.

Bid Summary

Contractor	Bid Amount	Status
Maggiora & Ghilotti, Inc.	$1,152,152.00	Non-Responsive
Argonaut Constructors, Inc.	$1,227,493.50	Lowest Responsive Bidder
Granite Construction Company	$1,345,000.00	Responsive
Ghilotti Construction Company	$1,412,750.00	Responsive

Maggiora & Ghilotti, Inc. was determined non-responsive for failure to submit the required bid bond prior to bid opening. This is a material requirement and cannot be waived. Argonaut Constructors, Inc., is the lowest responsive and responsible bidder. Argonaut Constructors, Inc. had a bid alternate #1 cost of $261,120 for a total contract value of $1,488,613.50. Bid alternate #2 will not be awarded.

Requested Action:

Award a Construction Contract to Argonaut Constructors, Inc. in the amount of $1,488,613.50.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2040, Sub-division 2040500, Project 25015
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Partrick Road is in need of repair.
Is the general fund affected?	No
Future fiscal impact:	Project should lessen maintenance requirements on Partrick Road
Consequences if not approved:	The roads will not be repaired, resulting in a potential roadway safety hazard.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may

be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

Napa County Upper Partrick Road, RDS 24-37						
Project 25015						4/24/2026
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$1,488,000	$0	$1,400,000	$0	0.0%	$1,400,000
Construction Contingency	$192,000	$0	$280,000	$0	0.0%	$280,000
Design and Engineering	$100,000	$0	$100,000	$88,000	0.0%	$12,000
Design and Engineering Contingency	$0	$0	$0	$0	0.0%	$0
Lands, TCE, Utility Relocating	$0	$0	$0	$0	0.0%	$0
Construction Management	$110,000	$0	$110,000	$0	0.0%	$110,000
County Project Management/Administration Construction Inspection	$70,000	$0	$70,000	$0	0.0%	$70,000
Enviro Survey, Geotech and Special Inspections, Construction Phase	$40,000	$0	$40,000	$37,000	0.0%	$3,000
Permits	$0	$0	$0	$0	0.0%	$0
TOTAL	**$2,000,000**	**$0**	**$2,000,000**	**$125,000**		**$1,875,000**

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1057

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Leigh Sharp, Deputy Director of Public Works

SUBJECT: Acceptance of $43,751 donation to the Animal Shelter from the Ursula Haase Trust of 2008

RECOMMENDATION

Accept final bequest distribution of $43,751 from the Ursula Haase Trust of 2008 for the Napa County Animal Shelter and Adoption Center and authorize the Chair to sign a letter of appreciation. (Fiscal Impact: $43,751 Revenue; Animal Shelter Fund; Not Budgeted; Discretionary)

BACKGROUND

On January 23, 2024, the Board of Supervisors authorized acceptance of a $510,000 bequest from the Ursula Haase Trust of 2008 to benefit the Napa County Animal Shelter and Adoption Center. This was a partial distribution from the Trust with the second and final distribution to be granted sometime in the future. The second and final payment from the Trust, in the amount of $43,751, was received on April 22, 2026. The bequest did not come with restrictions other than the funds be used to benefit the Napa County Animal Shelter.

In accordance with Napa County's Procedure for the Acceptance and Disbursement of Donations, Resolution No. 2025-80, the Board of Supervisors must accept cash donations in excess of $10,000.

Requested Action:

1. Accept a bequest in the amount of $43,751 from the Ursula Haase Trust of 2008; and

2. Authorize the Chair to sign a letter of appreciation and a trust distribution receipt.

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	No
Where is it budgeted?	Revenue will be deposited in Animal Shelter Operations (Fund 5040, Subdivision 5040000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Acceptance of bequest will benefit the Animal Shelter and the community it serves.
Is the general fund affected?	No
Future fiscal impact:	Bequest funds may be spent in future fiscal years and will be budgeted accordingly.
Consequences if not approved:	If the bequest is not accepted, the Animal Shelter will not benefit from the funds as intended by the Trust.
Additional Information	Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

Board of Supervisors

1195 Third St.
Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4421
Fax: (707) 253-4176

Amber Manfree
Chair

May 19, 2026

Young Fiduciary & Trust
Carol Young, Trustee
Ursula Haase Trust
19201 Sonoma Hwy #298
Sonoma, CA 95476

Dear Ms. Young:

Thank you for overseeing disbursements of the Ursula Haase Trust of 2008. As requested in your correspondence dated April 22, 2026, enclosed is a signed copy of the Distribution Receipt.

The bequest will support operations of the Napa County Animal Shelter and Adoption Center and capital improvements needed. The bequest also supports the County's spay/neuter voucher program to assist community members in spaying and neutering feral cats to manage the health and population of these cat colonies.

On behalf of the Board of Supervisors and the Napa County Animal Shelter and Adoption Center, thank you.

Sincerely,

Amber Manfree
Chair

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

April 22, 2026

Leigh K Sharp (she/her/hers)
Napa County
Deputy Director of Public Works – General Services
1195 Third Street, Ste 101
Napa, CA 94559

RE: HAASE, URSULA TRUST OF 2008

Ladies & Gentlemen:

Attached is a check in the amount of $43,750.68, which is your 85% share of the remaining cash in the Haase Trust. Kindly sign a copy of this letter as your receipt and return in the enclosed envelope provided.

The Haase Trust will now be closed and terminated.

Should you have questions, feel free to contact me and I will be happy to assist you.

Sincerely,

Carol Young, Trustee
Ursula Haase Trust
Email: carol@youngfiduciary.net
Phone: 415/827-5142

Encl.
Cc: Jennifer Morse, Atty

URSULA HAASE TRUST OF 2008
DISTRIBUTION RECEIPT

_____ _____

Received by: Date

Napa County Animal Shelter

Title/Name of Charity

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:** 5/19/2026 | **File ID #:** 26-1070

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Estrella Munoz, Junior Engineer

SUBJECT: Construction Contract Award and Budget Amendment for the "Deer Park Region Paving," RDS 25-02.

RECOMMENDATION

Award a Construction Contract to Argonaut Constructors, Inc. of Santa Rosa, CA in the amount of $5,573,644 for the "Deer Park Region Paving, RDS 25-02"; and approve a Budget Amendment. (Fiscal Impact $7,197,055 Expense; Local Transportation Tax (T/U) Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Roads planned for rehabilitation are selected based on their existing Pavement Condition Index (PCI), which is an overall measure of the condition of the road surface developed by the United States Army Corps of Engineers and later standardized by the American Society for Testing and Materials (ASTM). The PCI shows a numerical index ranging from 0 to 100, with 100 being the best roadway condition that is anticipated to support 20 years of use.

Public Works uses the PCI information to develop a 5-year plan which optimizes the use of available funds to assist in prioritizing road resurfacing projects. This is not an analysis that selects repairs based on "worst first." Instead, it is based on repairs that provide the greatest efficiency per dollar spent. In many cases spending smaller amounts of money on maintenance towards roads that aren't in bad shape can sometimes be much more effectively spent than a larger funding amount towards a road that has already failed.

The roads to be included in the project are as follows:
Deer Park Road (4.07 miles) (PCI 51)
White Cottage Road (3.83 miles) (PCI 25)
College Avenue (0.82 miles) (PCI 31)

On June 25, 2024, the Board approved creation of the Deer Park Region and West Zinfandel Paving Project, awarded Professional Services Agreement (PSA) No. 240426B to GHD for design services, and authorized a $400,000 budget transfer from the Capital Improvement Project Fund to the project fund. The project was initially planned for construction in 2025 and included rehabilitation of the following roads: Deer Park Road, Sanitarium Road, Sunnyside Road, Glass Mountain Crossroad, and West Zinfandel Lane. However, during design coordination staff discovered that both Pacific Gas and Electric and the St. Helena Hospital have ongoing and scheduled utility underground projects in the area in 2025. Therefore, the paving project was postponed until 2026, to allow completion of the underground work prior to paving. West Zinfandel has since been constructed under a separate paving project as it had no known utility undergrounding project conflicts. With the removal of West Zinfandel from this project, this project's name has been changed from the "Deer Park Region and West Zinfandel Paving Project" to "Deer Park Region Paving Project."

On October 21, 2025, the Board approved Amendment No. 2 to Agreement No. 240426B with GHD to incorporate White Cottage Road and College Avenue into the project and approved a budget transfer of $200,000 Measure U Funds to the project fund. Staff determined that including these roads in the "Deer Park Region Paving Project" would be more efficient and cost effective than rehabilitating them as part of a later project as they are both in the vicinity of Deer Park Road. This project is proposed to be constructed this summer and will include Deer Park, White Cottage, and College. Sanitarium and Glass Mountain Crossroad will most likely be paved in 2027, as we do not have sufficient funds to accomplish them this year. The rehabilitation of Sunnyside and Mund is being completed by the Roads. Therefore, Sunnyside will no longer be included in this project.

On March 24, 2026, the Board approved the plans and specification package for the Deer Park Region Paving Project and authorized advertisement. The project was released to bidders through OpenGov on April 7, 2026.

On May 5, 2026, bids were received and opened for the Deer Park Region Paving Project, RDS 25-02. The apparent low bidder was Argonaut Constructors, Inc. of Santa Rosa, CA for their base bid of $4,128,471 as well as bid additive alternate #2 (High Friction Course Treatment - Deer Park) of $121,250, bid additive alternate #3 (Extra Paving Limits - Deer Park) of $696,550, and bid additive alternate #4 (3" Mill and Fill - White Cottage) of $627,273 for a grand total of $5,573,644. The total project cost, including design, engineering, administration, construction, construction management, and contingency is $7,791,965. The project will be fully funded through the Local Transportation Tax (T/U) fund. Construction is planned to start in June 2026. The bid results are presented below:

Contractor	**Total Base Bid**
Argonaut Constructors, Inc.	$4,128,470
O.C. Jones & Sons, Inc.	$4,317,526
Bay Cities Paving & Grading, Inc.	$4,638,478
Team Ghilotti, Inc.	$4,680,000
Archer Civil Construction	$4,771,703
Goebel Construction, Inc.	$4,813,819

Ghilotti Construction Company, Inc.	$4,875,395
Goodfellow Bros. California, LLC	$5,112,812
Ghilotti Bros., Inc.	$5,129,366

Currently, there is $3,919,331 in County Measure U funds available for this project. It is projected that an additional $3.5 million of Measure U receipts will be realized within the last quarter of the fiscal year, although not fully received until October 2026. The budget requested for this agenda item will utilize the current cash on hand and the future Measure U funds as they become available. No cash will be released until the funds are received by the County.

Requested Actions:

1. Award of a Construction Contract for the "Deer Park Region Paving Project, RDS 25-02" to Argonaut Constructors, Inc. of Santa Rosa, CA for their low base bid of $4,128,471 as well as bid additive alternate #2 of $121,250, bid additive alternate #3 of $696,550, and bid additive alternate #4 of $627,273 for a grand total of $5,573,644 and authorization for the Chair to sign the construction contract.
2. Approve a Budget Amendment for the following (4/5 votes required):
   a. Increase appropriations for Project 24034 - Deer Park and West Zinfandel Paving in the Roads Capital Improvement Project Fund (Fund 2040, Sub-Division 2040500) in account 52360 - Construction Services by $7,197,055, offset by an increase of $7,197,055 in revenue account 48200 - Transfers-In from the Local Transportation Tax (T/U) Fund; and
   b. Increase appropriations in the Local Transportation Tax (T/U) Fund (Fund 2440, Sub-Division 1220053) in account 56100 - Transfers Out by $7,197,055, offset by use of its available fund balance.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Project 24034 will be funded by the Local Transportation Tax Measure (T/U). This project was not budgeted as part of the annual budget process since Local Transportation Tax (T/U) revenues are received quarterly. Staff monitors the revenue and cash flow and once there's sufficient cash, come to the board to move forward with the project and establish the project budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the budget amendment and construction contract is needed to move forward with construction of the project.
Is the general fund affected?	Yes
Future fiscal impact:	Future fiscal impacts will include routine maintenance of the newly rehabilitated roads.
Consequences if not approved:	The project roads will not be repaired and maintained, resulting in a potential roadway safety hazard.

Strategic Initiative Build Healthy, Connected Coummunities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1: (“Existing Facilities”) and Class 2: (“Replacement or Reconstruction”) which may be found in the guidelines for the implementation of the 14 CCR §15301 and 14 CCR §15302; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act,

Appendix B.]

Napa County
Department of Public Works

PROJECT BUDGET

Project Coding: 24034

5/5/2026

Deer Park Region Paving Project, RDS 25-02						
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	$5,573,644	$5,573,644	$0	$0	0%	$0
25% Construction Contingency	$1,393,411	$1,393,411	$0	$0	0%	$0
Design and Engineering Consultant	$494,910	$0	$500,000	$475,494	95%	$24,506
Construction Management	$150,000	$150,000	$0	$0	0%	$0
County Project Management/Administration	$100,000	$0	$100,000	$50,375	50%	$49,625
Geotechnical Observation and Testing	$80,000	$80,000	$0	$0	0%	$0
TOTAL	**$7,791,965**	**$7,197,055**	**$600,000**	**$525,869**	**88%**	**$74,131**

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:** 5/19/2026 | **File ID #:** 26-1073

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Nydia Campoy - Supervising Staff Services Analyst

SUBJECT: Budget Amendment for the Mund Road Overlay Project

RECOMMENDATION

Approve a Budget Amendment for the Mund Road Overlay Project. (Fiscal Impact: $150,000 Expense; Upper Valley Disposal Service Franchise Fee; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

This road maintenance overlay project is part of the County's ongoing infrastructure management efforts to maintain road conditions, extend pavement life and increase pavement condition index.

To address these challenges effectively, our staff is requesting the use of funds from Upper Valley Disposal Service (UVDS), Zone 3 Franchise fees. This allocation will enable us to implement comprehensive repairs essential for restoring the road's structural integrity and ensuring safe passage for residents.

Requested Actions:

a. Increase appropriations in the Roads Operations Budget (Fund 2040, Sub-Division 2040000) in account 53360 - Infrastructure Repair Supplies by $150,000, offset by an increase of $150,000 in revenue account 48200 - Transfers-In from the UVDS Franchise Fee Budget; and

b. Increase appropriations in the UVDS Franchise Fee Budget (Fund 2182, Sub-Division 2182000), in account 56100-Transfers Out by $150,000, offset by the 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 necessary for this maintenance overlay project.
Is the general fund affected?	No
Future fiscal impact:	Future minor maintenance will be done by Roads Operations.
Consequences if not approved:	Failure to make repairs will continue to compromise the structural integrity of the road, jeopardizing safe passage for residents.
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, CA 94559
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1090

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Daniel Basore, Engineering Supervisor

SUBJECT: Reject all Bids and authorize the Director of Public Works to re-advertise the "Mt. St. Helena Tower Replacement Project," PW 25-10

RECOMMENDATION

Reject all Bids and authorize the Director of Public Works to re-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 Sections 20150.9 and 20150.8, respectively, of the Public Contract Code for Mt. St. Helena Tower Replacement Project, PW 25-10. (No Fiscal Impact)

BACKGROUND

Napa County Communications Department currently operates a 40-foot telecommunications tower located at the South Peak of Mt. St. Helena. The tower, constructed in 1970, is a critical component of the County's public safety communication network, serving local government, law enforcement, and fire agencies. The site is managed under a communications use lease with the Bureau of Land Management (BLM), and replacement of the tower requires BLM approval.

In recent years, the tower has sustained significant damage from ice accumulation and falling ice, which has also created hazardous conditions for personnel accessing the site during winter months. The existing structure was not designed to accommodate ice protection systems and is no longer capable of supporting the equipment needed for reliable operation. Replacing the tower has, therefore, become a high priority.

Through an existing on-call services contract, Nacht & Lewis Architects, Inc. was tasked with preparing the design, plans, and specifications for a new 80-foot self-supporting tower.

On October 21,2025, the Board approved the plans and specifications and authorized advertisement for sealed bids and opening of the bids pursuant to Section 20150.8 of the Public Contract Code. On April 9, 2026, bids were received and opened. The bid results are presented below:

Vendor	Bid
Globenet Telecommunications, LLC	$695,500.00
AJM General	$782,704.00

Day Management Corp DBA Day Wireless Systems	$972,078.04
Jitney Company, Inc.	$1,046,585.00
Total Environmental and Power Systems, Inc.	$1,194,810.00
L.D. Strobel Co., Inc.	$1,809,946.00

After review and consideration, staff recommend rejecting all bids received for this project. At the time the project was advertised, Napa County anticipated receiving the necessary approvals from the Bureau of Land Management (BLM) in time to complete construction during the 2026 construction season. However, following a meeting with BLM on May 8, 2026, it was determined that additional time will be required to finalize the BLM approval process. As a result, Napa County will be unable to complete construction within the allowable construction window this year, and no contract award is recommended at this time.
Construction at the South Peak of Mt. St. Helena is subject to severe winter conditions, which pose a safety risk, restrict access, and impact constructability and cost. To protect work safety, maintain project quality and uphold integrity of the competitive bidding process, staff recommend rejecting all bids and re-advertising the project after BLM approvals are obtained and when construction can occur under favorable conditions.

Requested Actions:

1. Reject all bids and authorize the Director of Public Works to re-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 Sections 20150.9 and 20150.8, respectively, of the Public Contract Code for the Mt. St. Helena Tower Replacement Project, PW 25-10.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 3000, Sub-Division 3000550, Project 25018
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	BLM approvals are necessary to start construction.
Is the general fund affected?	No
Future fiscal impact:	Maintenance of the new tower.
Consequences if not approved:	Failure to reject all bids at this time may expose the County to unnecessary contractual risk, as required BLM approvals are not expected to be finalized in time to support construction during the 2026 construction season.
Strategic Initiative:	Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities” and Class 2 (“Replacement or Reconstruction”) which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15301 and §15302; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

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:** 5/19/2026 | **File ID #:** 26-1030

TO: Board of Supervisors

FROM: John Tuteur, Recorder-County Clerk

REPORT BY: John Tuteur, Recorder-County Clerk

SUBJECT: Approve and authorize Agreement No. 270022B with DFM Associates for recorder and county clerk support through June 30, 2033.

RECOMMENDATION

Approve and authorize Agreement No. 270022B with DFM Associates for recorder and county clerk support through June 30, 2033, for a total cost of $497,854. (Fiscal Impact: $ 497,854 Expense; General Fund; Budgeted; Mandatory)

BACKGROUND

The California Constitution, statutes and regulations require Napa County's Assessor-Recorder-County Clerk ex officio Commissioner of Civil Marriages to perform these functions: 1) maintain official records regarding real property, 2) issue certified copies of birth, death and marriage certificates, 3) file fictitious name statements, 4) issue marriage licenses and 5) record electronic documents. Performing these functions requires software rather than performing the functions manually.

Napa County has carried out these functions successfully since 1998 using software from DFM Associates. Under Agreement No. 270022B DFM Associates will provide Napa County with regularly updated software through June 30, 2033. The total cost for this seven year period is $497,854.

This agreement is eligible for sole source treatment, i.e. excepted from competitive bidding, pursuant to State law and the County's purchasing policy Section 39 Paragraphs 2-3.1 (Exceptions to Competitive Bidding), 2-3.1.1 (Sole Source Justification), 3-4 (Sole Source Justification: Software Upgrade: Upgrade to existing software; available only from the producer of this software and Special Training: The requested product is one with which staff have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money).

Requested Action: Approve and authorize Agreement No. 270022B with DFM Associates for recorder and county clerk support through June 30, 2033.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Recorder-County Clerk 1142000
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	The California Constitution, statutes and regulations require Napa County's Assessor-Recorder-County Clerk ex officio Commissioner of Civil Marriages to perform these functions: 1) maintain official records regarding real property, 2) issue certified copies of birth, death and marriage certificates, 3) file fictitious name statements, 4) issue marriage licenses and 5) record electronic documents.
Is the general fund affected?	Yes
Future fiscal impact:	The Recorder-County Clerk Division will continue to budget accordingly.
Consequences if not approved:	Napa County will not be in compliance with constitutional and statutory requirements.

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.

Agreement No. 2700228

DFM ASSOCIATES

RIIMS MASTER AGREEMENT

NAPA COUNTY

THIS RIIMS MASTER AGREEMENT ("Agreement") is made and entered into as of _____, 2026 by and between DFM ASSOCIATES, a California corporation ("DFM"), 10 Chrysler Irvine, California 92618 and NAPA COUNTY, a political subdivision of the State of California ("County").

RECITALS

A. DFM is willing to do any or all of the following at the request of the County:

(1) To purchase and resell Computer Hardware to the County;

(2) To lease or license DFM Software to the County;

(3) To lease or sublicense Third Party Software to the County; and/or

(4) To provide Consulting Services to the County.

B. The purpose of this Agreement is to generally describe the various products and services DFM is willing to provide to the County if and when the County chooses to utilize them, and to establish the basic contractual terms and conditions under which those products and/or services will be provided, subject to additional terms and provisions set forth in a separate Addendum which will specify the product or service and the particular terms and provisions applicable thereto. The separate Addendum will become a part of this Agreement, if and when it has been signed on behalf of both the County and DFM. Neither DFM nor the County is obligated to the other regarding any of the products or services generally described herein unless and until, and then only to the extent that, the specific product or service is identified on a separate Addendum attached hereto and signed on behalf of both parties.

TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1.
DEFINITIONS

For purposes of this Agreement, the following terms shall have the following definitions, which incorporate by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict specific definitions set forth herein:

Addendum/Addenda refers to any addendum signed by the parties hereto at any time or from time to time referring to this Agreement which specifically identifies the product or service to be provided by DFM to the County and the price, payment terms and other applicable information related thereto.

Computer Hardware refers to any computer, whether a main frame, mini-computer, personal computer or file server, and related computer peripheral equipment and accessories.

Computer Hardware Vendor refers to the corporation or other entity which manufactures or supplies the Computer Hardware.

Consulting Services refers to any or all of the services which DFM is capable of and willing to provide to the County, including consultation with the County regarding its data processing and information systems.

DFM Software refers to and includes any or all software systems developed by DFM which DFM is willing to provide to the County.

File Maintenance refers to the ability to update a data base.

Initial Installation Fee refers to the fee to be paid by the County to DFM for the initial installation of any Specified DFM Software and/or any Specified Computer Hardware.

Lease Term refers to the term of the lease between the County and DFM regarding the County's right to use any DFM Software and/or to utilize any Consulting Services. The initial Lease Term will be set forth on the Addendum.

Manuals refers to any documents, reports, instructions or writings, and any annotations thereto, that explain or depict, generally or in detail, any aspect of any particular DFM Software, including but not limited to, all procedures and workings thereof, and the Manuals may be on any format, including hard copy, on disk or on CD-ROM or any other media.

Monthly Fee refers to the monthly charge by DFM to the County for the right of the County to use any Specified DFM Software or to utilize any Specified Consulting Service.

Programs refers to all programs, sets of instructions and statements to be used directly or indirectly on the Computer Hardware to facilitate, directly or indirectly, the use(s), maintenance or enhancement of any particular DFM Software.

Software Enhancement refers to the addition of a new DFM Software Subsystem or the revision of any existing Subsystem for any particular DFM Software.

Software Maintenance refers to the maintenance of the Programs and the resolution of any problems with respect to any Programs concerning internal coding and operation thereof. The term Software Maintenance is meant to include those modifications, additions and revisions of any particular DFM Software mandated by new legislative enactments.

Software Release refers to the most recent revision of any particular DFM Software.

Specified Consulting Service refers to any particular Consulting Service identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified DFM Software refers to any particular DFM Software identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified Operating System Software refers to the operating system software provided by a third party vendor for the Computer Hardware used by the County on which the Specified DFM Software will operate.

Subsystem refers to any portion of any particular DFM Software which is related to a specific functional area within the department of the County which is using the Specified DFM Software pursuant to this Agreement.

Third Party Software refers to any software, the rights of which are owned or held by an corporation or entity other than DFM.

Third Party Software Vendor refers to any corporation or other entity which has authorized DFM as a reseller or grants DFM the right to use and/or sublicense its software or which licenses the County directly to use its software.

ARTICLE 2.
NOT USED

ARTICLE 3.
RIGHT TO USE DFM SOFTWARE

All of the following provisions of this Article 3 shall apply to the lease of any Specified DFM Software by the County from DFM unless expressly modified or supplemented by the DFM Software Addendum.

3.1 DFM Software Addendum. DFM agrees to lease to the County, on a non-exclusive basis, the DFM Software identified on a DFM Software Addendum. The Specified DFM Software and all prices and payment terms with respect thereto shall be set forth on the DFM Software Addendum except to the extent any such provisions are covered by Article 3 or elsewhere in this Agreement. The County shall have no right to use any DFM Software unless and until the DFM Software Addendum has been signed on behalf of the County and DFM, and then, in such event, the County's rights are limited to the use and/or lease of the Specified DFM Software on the terms set forth herein and therein. The County's rights to use any Specified DFM Software are governed and restricted by the terms of this Agreement.

3.2 Installation of the Specified DFM Software. On or before the installation date set forth on the DFM Software Addendum, or as agreed to by the parties, DFM shall install the DFM Software. The DFM Software shall be deemed to have been installed when the County is able to perform the acceptance test set forth in the DFM Software Addendum.

3.3 Initial Installation Fee. The initial installation fee for any Specified DFM Software will be set forth on the DFM Software Addendum. The County agrees to pay the initial installation fee to DFM upon installation of the Specified DFM Software.

3.4 Monthly Fee. The initial Monthly Fee for the right to use any Specified DFM Software will be set forth on the DFM Software Addendum applicable thereto. As consideration for the non-exclusive right to use the Specified DFM Software, the County agrees to pay DFM the Monthly Fee within thirty (30) days after receipt of a correct invoice. Unless otherwise provided on the DFM Software Addendum, the Monthly Fee for the first full month of any Lease Term shall be paid at the time any Specified DFM Software has been installed. If any rental payment date falls on a day of the month other

than the first day of such month, or if any rental payment is for a period which is shorter than one month, the rental for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to one-thirtieth (1/30) of the then current Monthly Fee.

3.5 Right to Use the Specified DFM Software. DFM grants to the County the nonexclusive right to lease and use the Specified DFM Software on the terms and subject to the conditions set forth in this Agreement. The County's right to use and lease any Specified DFM Software specifically excludes the right to sublicense, assign, sublease or otherwise transfer the Specified DFM Software and/or any of the County's rights hereunder or therein.

3.6 DFM Software Releases. DFM shall provide the County with all Software Releases for the Specified DFM Software within one hundred twenty (120) days after the new Software Release becomes generally available to other DFM customers. The cost of the Software Releases is included in the Monthly Fee. Installation of the DFM Software Releases will be coordinated by DFM and a designated representative of the County.

3.7 Authorized Maintenance. All Software Maintenance, Software Enhancements and Software Releases shall be provided and installed by employees or authorized agents of DFM.

3.8 Manuals. DFM agrees to provide the County with two (2) sets of Manuals with respect to each Specified DFM Software. The cost of the two (2) sets of Manuals is included in the Initial Installation Fee.

3.9 Post Installation Services. DFM agrees to provide the County with post-installation services as follows:

(a) DFM agrees to provide maintenance of the Specified DFM Software to correct program errors and to use good faith reasonable efforts to correct compatibility problems among such Computer Hardware, Specified DFM Third Party Software and the Specified DFM Software, the cost of which is included in the Monthly Fee for such Specified DFM Software; and

(b) DFM agrees to provide Software Releases covering applicable legislative changes and enactment of new laws applicable to such Specified DFM Software, the cost of which is included in the Monthly Fee. Such releases shall be provided no later than 30 days after the effective date of regularly enacted legislation or no later than 90 days from the effective date of urgency legislation.

3.10 Training. DFM agrees to provide the County with the following training services with respect to any Specified DFM Software:

(a) DFM will establish, with the help of a designated representative of the County, which users will participate in training and on which subsystems.

(b) DFM will develop a training schedule with sufficient training to allow the department or agency of the County which will have primary responsibility for using the Specified DFM Software to operate it.

(c) DFM will conduct the actual training sessions, including "hands on" and formal classroom training, with the initial training to be on-site at the County's facilities.

User training costs for any Specified DFM Software are included in the Initial Installation Fee and the Monthly Fee. There are no additional costs for training. As subsystems of any Specified DFM Software are enhanced or changed to conform to new requirement, users will be provided training with respect thereto on an on-going basis. Training with respect to enhanced or changed subsystems can be on-site or regional, depending on the material and individual needs of the users.

3.11 Security Covenants by DFM. DFM and its employees will cooperate with County to ensure that installation and maintenance of DFM software, and DFM's performance of all DFM obligations pursuant to this agreement, takes place securely and in a manner that does not impair the functionality and security of County facilities, networks, systems and data. DFM and its employees shall take no action that compromises the functionality and security of County facilities, networks, systems, or data and shall take all steps reasonably necessary to protect and maintain the functionality and security of County facilities, networks, systems, and data.

3.12 Limitation on DFM's Obligations. Notwithstanding any other provision of this Agreement to the contrary, DFM has no duty or obligation to perform any Software Maintenance or to provide the County with any Software Enhancements or Releases, or to provide any training to the County with respect to any Specified DFM Software if the County fails or refuses to utilize the most current revision of the Specified Operating System Software required by DFM; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

ARTICLE 4.
NOT USED

ARTICLE 5.
OBLIGATIONS AND RESPONSIBILITIES OF THE COUNTY

5.1 Access to Facilities. The County shall provide DFM and its employees and authorized agents access to the County's facilities, including the Computer Hardware, and shall provide them with adequate facilities (including a desk, work area and computer), to enable DFM to perform its obligations under this Agreement in an effective, efficient and professional manner. Access shall be provided during the County's usual business hours upon reasonable prior notice except in the case of an emergency when access shall be provided as soon as is reasonably practicable. DFM shall be responsible for any damages caused by DFM personnel as a result of having access to County's facilities.

5.2 Commercial Access. The County shall limit the commercial access to or use of any Specified DFM Software without the prior written approval of DFM, which approval may be conditioned by DFM upon receipt of an acceptable sublicense agreement between the County and the proposed commercial user and the payment to DFM by the County of a reasonable additional license and/or use fee with respect thereto. The County's obligation to limit commercial access or use is expressly restricted to those situations in which the County has actual knowledge of such commercial access or use and the County is not expressly precluded or prohibited by law from enforcing the provisions of this Section 5.2. For purposes hereof, the term "commercial access" means any access to or use of any Specified DFM Software other than (i) by the County for its own internal use in order to fulfill its duties, or (ii) by any person for its non-commercial private use; and "non-commercial private use" means any use or access by such person who is physically present at any County premises for which no consideration is paid, charged or received by the County. It is contemplated that a business which sells or uses the County's Data (as that term is defined in Section 5.4 below) in a commercial enterprise, such as a title company, can be included in the exception described in clause (ii) above to the extent it is physically present at the County's facilities when it is accessing or using the Specified DFM Software to examine the County's Data and/or to update its own data base. The term "physically present" is meant in its literal sense and it is not intended to cover or include off-site access of any kind, including without limitation, off-site access using modems and other communications equipment.

5.3 Specified Operating System Software. The County shall be solely responsible for, and shall pay all costs and expenses associated with, the purchase or license of, and the installation and maintenance of, the appropriate version of the Specified Operating System Software required by DFM at any time or from time to time. The County

acknowledges and understands that upgrading of Computer Hardware and of the Specified Operating System Software and any other applications software used in conjunction with the DFM Software will be required from time to time; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

5.4 Responsibility for the County's Data. At all times during the term of this Agreement, the County shall retain all ownership rights in the County's Data (as that term is defined below). In addition, notwithstanding any use by the County of any DFM Software in connection therewith, the County shall be solely responsible and accountable for the accuracy and completeness of, all data and information stored by it in any database in any format (hereafter referred to as the "County's Data"), and for any use, publication or other dissemination of the County's Data. If the County uses, publishes or otherwise disseminates, or otherwise allows any access to, any portion of the County's Data, whether before or after it has been manipulated by the DFM Software, and whether or not it is a commercial or non-commercial use, by doing so the County is representing to DFM that it has accepted, ratified and approved the accuracy and completeness of the County's Data and accepts full responsibility for it. The County hereby agrees to indemnify, defend, protect and hold DFM harmless from and against any claims, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and costs, which DFM may incur or suffer arising out of the accuracy or inaccuracy of (which includes omissions to) the County's Data, including, without limitation, claims of any third party who accesses the County's Data using the DFM Software.

ARTICLE 6.
PROPRIETARY ASPECTS OF THE DFM SOFTWARE; CONFIDENTIALITY COVENANTS

6.1 Protection of Confidentiality of DFM Software. DFM has taken reasonable security measures to protect the secrecy and confidentiality of the DFM Software. All employees of DFM and other persons who have designed, developed or programmed all or any portion of the DFM Software, or any software included therein, or who otherwise have knowledge of or access thereto, have been adequately notified that the DFM Software is proprietary to DFM and is not to be divulged, used or exploited except as expressly authorized by DFM in writing.

6.2 Confidentiality Covenants of the County. The County acknowledges and agrees that the DFM Software, and all constituent parts thereof, is valuable only as long as it remains secret and confidential. Accordingly, the County agrees to take all steps

reasonably necessary to protect and maintain the confidentiality of all DFM Software and to prevent it from entering the public domain or falling into the hands of others not bound by this Agreement. In furtherance hereof, the County agrees as follows:

(a) The County shall use its good faith reasonable efforts to restrict access to any Computer Hardware running or capable of accessing the DFM Software, and to the DFM Software itself, to prevent unauthorized personnel from acquiring significant or confidential information concerning the DFM Software.

(b) To the extent reasonably practicable, the County shall require all persons who will have access to any DFM Software, to sign on an annual basis a confidentiality agreement, in a form provided by DFM which is acceptable to the County.

(c) The County shall not duplicate or reproduce (except to the extent reasonably required to back-up the Specified DFM Software in the ordinary course of business), in any manner, any DFM Software, or any component or constituent parts thereof, and agrees not to disseminate, display or use any DFM Software, or any component or constituent parts thereof, of any information or material concerning any DFM Software, except as is reasonably necessary for the County to perform its functions using any Specified DFM Software and to comply with the terms of this Agreement.

(d) The County shall notify DFM immediately of any and all unauthorized disclosures, or any suspected unauthorized disclosures of any DFM Software.

6.3 Binding Effect. Notwithstanding the fact that certain employees, agents, contractors, subcontractors or licensees of the County are not parties to this Agreement, the terms and provisions of this Article 6 shall be binding upon the County and all of its officers, employees, agents, contractors, subcontractors and licensees.

6.4 Discovery of Specified DFM Software by Legal Process. If at any time, a party to any litigation involving the processes, function or departments of the County which uses any Specified DFM Software, seeks by way of litigation or legal process to discover information in any way related to any Specified DFM Software, or requires the production of any Specified DFM Software, or any component or constituent part thereof, the County shall promptly notify DFM of such matter as soon as the complaint, subpoena or discovery request has been served on the County or its lawyers, but in no event later than ten (10) days after service thereof. Prior to the time specified in the legal document, court order, subpoena or moving papers for the disclosure of information relating to, or the delivery of all or any portion of any Specified DFM Software, the County shall cooperate with DFM so as to maintain, to the maximum extent reasonably practicable and permitted by law, the confidentiality and secrecy of all Specified DFM Software and to request, if requested by DFM, a protective order of the court or legal forum to avoid further disclosure or

divulgence of any matters relating to any Specified DFM Software and to assure the continued protection of the confidentiality thereof. However, such action is to occur only in the event that DFM is unable to make timely intervention into said legal action or proceeding. DFM shall reimburse the County for all reasonable legal fees and expenses which it incurs resulting from actions it has taken pursuant to this Section.

6.5 Confidentiality of County Data. Confidential information is defined as all information disclosed to DFM which relates to County's past, present, and future activities, as well as activities under this Agreement. DFM shall hold all such information as DFM may receive, if any, in trust and confidence, except with the prior written approval of County, expressed through its Recorder-Clerk. Upon cancellation or expiration of this Agreement, DFM shall return to County all written and descriptive matter which contains any such confidential information, except that DFM may retain for its files a copy of DFM's work product if such product has been made available to the public by County.

ARTICLE 7.
WARRANTIES AND LIMITATIONS

7.1 Limited Warranty _ Specified DFM Software. DFM warrants, for the sole benefit of the County and no other person or entity, that the Specified DFM Software shall be capable of performing the core functions set forth on the DFM Software Addendum related thereto, subject to the limitations set forth in Section 7.2 below and on the Specified DFM Software Addendum. This is DFM's sole express warranty with respect to any Specified DFM Software. Any claim by the County against DFM for breach of its express warranty must be in writing and must be promptly delivered by the County to DFM. In the event of any breach of DFM's express warranty, the County's sole and exclusive remedy against DFM, and DFM's sole and exclusive liability to the County, shall be that DFM, at its sole cost and expense, shall exercise good faith (for all purposes of this Agreement, the term "good faith" shall have the same meaning as that term is defined and used in California Commercial Code Section 2103(1)(b)) reasonable efforts to provide adequate programming services to correct such inherent defect, as DFM and the County deem necessary or appropriate. Warranty service performed in accordance with this Section shall be performed during normal weekday business hours, excluding DFM holidays. With respect to any reported errors that result or will result in significant interruption of the County's productivity or down time ("Business Impacting Failures"), DFM shall use its best efforts to begin error correction procedures within twenty-four (24) hours after receipt of such report. With respect to any reported errors that do not constitute Business Impacting Failures, DFM shall use its good faith reasonable efforts to begin error correction procedures no later than seventy-two (72) hours after receipt of such report. DFM's sole and exclusive obligation under the foregoing warranty shall be to exercise its good faith reasonable efforts to implement appropriate error corrections in response to notices from the County of such errors.

7.2 Warranty Limitations – Specified DFM Software. Notwithstanding the warranty provisions set forth in Section 7.1 above, all of DFM's obligations with respect to such warranties shall be contingent upon the County' use of the Specified DFM Software in accordance with this Agreement and in accordance with instructions provided by DFM from time to time, including those set forth in the Manuals, as the same may be amended, supplemented or modified from time to time. DFM shall have no warranty obligation:

(a) With respect to any portion of the Specified DFM Software which has been:

(i) Operated by the County or its employees, agents, contractors, subcontractors or licensees in a manner inconsistent with the requirements set forth in the Manuals or elsewhere, or that has been modified by any party other than DFM;

(ii) Damaged in any manner by any cause other than any act or omission of DFM;

(iii) Operated or maintained in environmental conditions outside the parameters designated by DFM in the Manuals or elsewhere;

(iv) Subjected to extreme power surges or electromagnetic field(s);

(v) Reinstalled without the prior written consent of DFM; or

(vi) Determined by DFM to have an error or defect, which fact is conveyed to the County together with supplemental instructions on how to avoid or circumvent the error or defect, and the County fails or refuses to follow the supplemental instructions.

(b) As a result of or in any way connected with any error or defect in the Specified Operating System Software and/or any application software provided by any Third Party Software Vendor; provided, however, in such event, DFM will use its good faith reasonable efforts to resolve the problem to the extent that a resolution is reasonably available by reprogramming the DFM Software;

(c) As a result of or in any way connected with the County's failure or refusal to use the Specified Operating System Software or to upgrade its Computer Hardware as requested by DFM; or

(d) As a result of or in any connected with any of the County's Data.

7.3 Disclaimer of Warranties – Specified DFM Software. DFM DOES NOT REPRESENT OR WARRANT THAT THE SPECIFIED DFM SOFTWARE WILL BE FREE FROM

ERRORS OR THAT ALL ERRORS IN ANY SPECIFIED DFM SOFTWARE WILL BE CORRECTED. THE WARRANTY STATED IN SECTION 7.1 IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY DFM. THERE ARE NO OTHER WARRANTIES RESPECTING THE SPECIFIED DFM SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7.

7.4 Limitation on Liability and Remedy _ Specified DFM Software. THE COUNTY ACKNOWLEDGES THE COMPLEXITY AND INTERRELATIONSHIPS OF EACH OF THE COMPONENT AND CONSTITUENT PARTS COMPRISING ANY SPECIFIED DFM SOFTWARE. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE MONTHLY FEE WHICH DFM IS CHARGING FOR ANY SPECIFIED DFM SOFTWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF ANY SPECIFIED DFM SOFTWARE. ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING, LEASING OR USE OF ANY SPECIFIED DFM SOFTWARE; PROVIDED HOWEVER THAT DFM SHALL BE RESPONSIBLE FOR SUCH INCIDENTAL (BUT NOT CONSEQUENTIAL) COSTS AND EXPENSES ARISING IN CONNECTION WITH ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS AS SET FORTH IN ARTICLE 8 BELOW.

7.5 Warranty and Limitations _ Computer Hardware. ALL ITEMS OF TANGIBLE PERSONAL PROPERTY, INCLUDING ANY COMPUTER HARDWARE WHICH ARE RESOLD BY DFM TO THE COUNTY, ARE SOLD "AS IS" AND "WITH ALL FAULTS"; PROVIDED, HOWEVER, DFM HEREBY ASSIGNS TO THE COUNTY ALL OF ITS RIGHTS UNDER ANY WARRANTIES IT RECEIVES FROM THE COMPUTER HARDWARE VENDOR. DFM MAKES NO REPRESENTATION OR WARRANTY AS TO THE TYPE, NATURE OR KIND OF WARRANTY, IF ANY, FROM THE COMPUTER HARDWARE VENDOR. EXCEPT AS SET FORTH IN THIS SECTION 7.5, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR OBLIGATIONS OF DFM WITH RESPECT TO THE COMPUTER HARDWARE AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT ANY MARK-UP OR COMMISSION WHICH DFM RECEIVES IN CONNECTION WITH THE SALE OF THE COMPUTER HARDWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF THE COMPUTER HARDWARE.

ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PURCHASE OR USE OF ANY COMPUTER HARDWARE.

ARTICLE 8.
HOLD HARMLESS _ COPYRIGHTS, PATENTS AND LICENSES

8.1 Indemnification by DFM. DFM, at its own expense, shall indemnify, defend, protect and hold the County harmless against any claim which may be brought against the County or its officers, agents or employees, to the extent that it is based on a claim that the County's use of the Specified DFM Software pursuant to this Agreement, or any of its components or constituent parts leased or licensed hereunder, infringes any patent, copyright, license or trade secret of any third party, and in such event, DFM shall pay all of those costs and damages, including expenses and reasonable attorneys' fees, finally awarded against the County or any of its officers, agents or employees attributable to such claim. Control of the defense, including all negotiations and discussions regarding compromise and settlement, shall be vested in DFM, but shall be with the advice and consent of the County. The obligations of DFM set forth in this Section are conditional upon compliance by the County with all of the provisions set forth in Sections 8.2 through 8.4 below.

8.2 Notice of Claims. The County covenants and agrees to provide DFM with written notice of any actual, threatened or potential infringement claim within thirty (30) days of notice thereof by or to the County.

8.3 Remedial Action. If, in the opinion of DFM, the Specified DFM Software or any of its components leased to the County is likely to or has become the subject of a claim of infringement of patents, copyrights, licenses or trade secrets of any third party, then, without diminishing DFM's obligations to satisfy the final award, DFM may, at its option and expense, either (i) obtain the right for the County to continue to use the Specified DFM Software and its components leased hereunder, or (ii) substitute for the allegedly infringing components other equally suitable components mutually satisfactory to the County and DFM.

8.4 Not Used.

ARTICLE 8B
HOLD HARMLESS IN GENERAL AND INSURANCE

8B.1 Hold Harmless/Defense/Indemnification. To the full extent permitted by law; DFM and County shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

8B.2 Insurance. DFM shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, DFM shall provide workers' compensation insurance for the performance of any of DFM's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident of bodily injury or disease, all with a waiver of subrogation. DFM shall provide County with certification of all such coverages upon request by County's Risk Manager.

(b) Liability insurance. DFM shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better:

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 DFM or any officer, agent, or employee of DFM under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned,

hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement 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 DFM owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph 8B2.b.1, above. If DFM or its employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, DFM shall provide evidence of personal auto liability coverage for each such person upon request.

3. Cyber Liability Insurance. DFM shall maintain Cyber liability insurance, with limits not less than TWO MILLION DOLLARS ($2,000,000) per occurrence or claim, TWO MILLION DOLLARS ($2,000,000). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by DFM in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

(c) Certificates. All insurance coverages referenced in subsection (b), above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by DFM with the Recorder-Clerk prior to commencement of performance of any of DFM's duties; shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced above and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in subsection (b)(2) above DFM shall also file with the evidence of coverage an endorsement from the insurance provider naming County, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of DFM 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 DFM 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. Upon request of County's Risk Manager, DFM shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of DFM 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 DFM shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

ARTICLE 9.
TERM

The Lease Term for any Specified DFM Software or any Specified Consulting Service shall be set forth on the Addendum applicable thereto.

ARTICLE 10.
RIGHT TO TERMINATE OR SUSPEND PERFORMANCE; BREACHES

10.1 Non-Appropriation of Funds. The continuation of this Agreement, as it relates to any Specified Consulting Service or to any Specified DFM Software after June 30th of the County's fiscal year, is subject to appropriation by the County's Board of Supervisors for the necessary funding hereof. In the event of non-appropriation of funds for the Monthly Fee, or any other consideration payable to DFM hereunder, this Agreement will automatically and immediately terminate on June 30th of the then-current County fiscal year end as to any Specified Consulting Service and the Specified DFM Software for which no appropriation was approved. However, in no event shall this Agreement be terminated, as provided in this Section, for the purpose of replacing any Specified

Consulting Service and/or any Specified DFM Software. Any attempt by the County to replace any Specified Consulting Service and/or any Specified DFM Software prior to the expiration of the term set forth in the Addendum applicable thereto, shall be deemed to be a material breach by the County of this Agreement and the damages to which DFM will be entitled as a result thereof shall assume, for these purposes, that the County had fully appropriated all funds for the particular Consulting Service and/or the Specified DFM Software for the full term set forth in the Addenda related thereto. Any permissible termination of this Agreement pursuant to this Section shall not relieve the County of its obligations set forth in Article 6 above.

10.2 County Breaches. For purposes of this Agreement, the term "County Breach" or "County Breaches" means any one or more of the following events, acts or occurrences:

(a) Any breach by the County, or any of its officers, employees, agents, contractors, subcontractors or licensees, of any of the provisions of Article 6; provided, however, instead of terminating the Agreement, DFM, in its sole and absolute discretion, may give notice to the County of the breach, demanding adequate assurances from the County that it will protect the proprietary interest of DFM and remedy all prior breaches. In the event that the County fails to provide such adequate assurances and to remedy such breaches within seventy-two (72) hours of receipt of the notice (Suspense Period"), the Agreement will automatically terminate as if no demand for adequate assurances had been made. For purposes of this Section, the parties agree that the Suspense Period is reasonable based on the proprietary interest to be protected by DFM and the interest of the County to continue the right to use any Specified DFM Software.

(b) Any modification of any DFM Software which is accomplished or undertaken by the County, its employees, or its authorized agents subject to this Agreement other than DFM or its employees or authorized agents, shall give DFM the right to terminate the Agreement, or any portion thereof related to the Specified DFM Software which was subject to the unauthorized modification.

(c) Any breach by the County of any of its monetary obligations to DFM, in which event DFM shall have the right, at any time after thirty (30) days prior written notice, to suspend its performance under this Agreement and, if the County Breach continues for an additional thirty (30) days, then DFM may, at its option, terminate the Agreement, or any portion thereof related to the Specified Consulting Service or Specified DFM Software which was involved in such breach.

(d) Any material breach by the County of any of its other obligations under this Agreement (other than those obligations described in subparagraphs (a) through (c) above), which continues for a period of thirty (30) days after written notice thereof from DFM

specifying the nature of the breach and the curative action, if any, which must be taken, in which event the provisions of Section 10.4 shall become applicable at the expiration of the thirty (30) day period if the breach has not been fully cured at that time.

Subject to the provisions of Section 10.4 below, the remedies in favor of DFM set forth in this Section 10.2 are not exclusive and DFM shall have the right to pursue any other remedy to which it may be entitled.

10.3 Debilitating Event. Any of the following events, which occurs with respect to DFM, shall be deemed to be a "Debilitating Event" and shall cause this Agreement to be modified immediately upon notice to the County of such Debilitating Event and shall the Agreement to terminate automatically two hundred forty (240) days thereafter:

(a) Any assignment by DFM for the benefit of its creditors; or the entry of a court order appointing a receiver or trustee for all or substantially all of DFM's assets or properties, which order shall not be vacated, set aside or stayed within sixty (60) days from the day of entry of said court order; or the filing by DFM of a petition in bankruptcy or the commencement of any similar proceeding under any law for the relief of debtors by or against DFM; or

(b) Any permanent cessation by DFM of its business, which is not succeed to by a successor in interest; or

(c) Any voluntary termination or dissolution of DFM pursuant to which the rights of DFM under this Agreement have not been transferred to a successor in interest.

10.4 Transition Period. For purposes of this Agreement, the term "Transition Period" shall mean the sixty (60) day period immediately following the occurrence of a County Breach other than a County Breach related to the payment of money to DFM, or two hundred forty (240) days following the occurrence of a Debilitating Event, whichever is applicable. This Agreement shall continue, and all obligations of the parties hereunder shall remain, in full force and effect during the Transition Period subject only to legal impairments on the ability of DFM to perform if the Transition Period arises as a result of a Debilitating Event. Provided, however, in no event shall the Transition Period extend beyond the expiration of the term of this Agreement. The obligations of the County set forth in this Agreement shall continue, to the extent applicable, notwithstanding the termination of this Agreement.

10.5 Obligations of the County At Expiration of Transition Period.

(a) Immediately upon the termination of this Agreement, the County shall return to DFM any and all tangible manifestations of any DFM Software previously delivered by DFM to the County, and any copies, duplicates or reproductions thereof, whether authorized or not.

(b) In the event of the occurrence of a Debilitating Event, the County shall be permitted to continue to use any Specified DFM Software during the Transition Period; provided, however, DFM will not provide any Software Maintenance, Software Enhancements or Software Releases during such period of time; and, provided, further, the obligation of the County to pay the Monthly Fee shall be reduced to an amount equal to eighty percent (80%) of the applicable Monthly Fee which would otherwise be applicable during such period.

10.6 Option to Purchase the Specified DFM Software. In the event of the termination of this Agreement as related to any Specified DFM Software, where such termination is as the result of a Debilitating Event, but only in such event, the County shall have the right and option to purchase the copy of the Specified DFM Software (including a copy of the source code) which it has installed on its Computer Hardware ("Software Purchase Option") on the terms and subject to the conditions set forth in this Section:

(a) In order to exercise its option pursuant to this Section, the County must deliver to DFM written notice ("Option Notice") of its intent to exercise the Software Purchase Option, specifying the Specified DFM Software which it desires to purchase, and it must deliver the Option Notice to DFM prior to the expiration of the Transition Period.

(b) The Purchase Price (as that term is defined below) is payable in cash in full not later than thirty (30) days after receipt by DFM of the Option Notice.

(c) The Purchase Price shall be equal to sixty (60) times the then applicable Monthly Fee for the Specified DFM Software which is the subject of the Software Purchase Option if the termination is during the first year after the commencement of the initial term of this Agreement as it is related to such Specified DFM Software, forty-eight (48) times the then applicable Monthly Fee if the termination is during the second year of the initial term, and thirty-six (36) times the then applicable Monthly Fee if the termination is at any other time.

(d) The Software Purchase Option is personal to the County and may not be sold or assigned. Strict compliance by the County with all of the provisions of this Section is required. Failure to strictly comply with the time frames shall cause the Software Purchase Option to terminate.

10.7 Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving thirty (30) days prior written notice to the defaulting party in the manner set forth in Section 13.2. County hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of County for cause.

ARTICLE 11.
NO JOINT VENTURE

Nothing contained in this Agreement, or in any Addenda, shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth herein, no party by virtue of this Agreement or any Addenda is authorized as an agent, employee or legal representative of any other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

ARTICLE 12.
INJUNCTIVE RELIEF

Notwithstanding any provision of this Agreement or of any Addenda to the contrary, either party shall have the right to seek and obtain injunctive relief against the other party from any judicial or administrative authority having jurisdiction, including any superior court of the State of California or any federal district court.

ARTICLE 13.
MISCELLANEOUS PROVISIONS

13.1 Permits and Licenses. DFM and all of its employees and agents shall secure and maintain in force such license and permits as are required of DFM by law in connection the furnishing of equipment, materials or services necessary for DFM's performance under this Agreement.

13.2 Notices. All notices, requests, demands and other communications required or contemplated hereunder shall be in writing, shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be

deemed to have been given upon the earlier of (a) the date of personal delivery to the person to receive such notice at the address indicated below or (b) if mailed to the person to receive such notice at the address indicated below, four (4) business days after the date of posting by the United States Post Office as evidenced by the execution of the return receipt. The parties' addresses, for all purposes hereof, are as follows:

If to DFM: Attn: Thomas G. Diebolt, President
DFM Associates
10 Chrysler
Irvine, California 92718

If to the County: Napa County
c/o John Tuteur
Assessor-Recorder-County Clerk
1127 1st St Ste A
Napa CA 94559

Notice of change of address shall be given by written notice but shall not be deemed effective until it has been given in the manner detailed in this Section.

13.3 Not used.

13.4 Not used.

13.5 Assignment. The County and DFM shall not be entitled to assign this Agreement or any of its rights or interest in this Agreement, including any rights or interests in any Addenda. This Agreement contemplates a license between DFM and the County without any right to license, sublicense, assign or sublease. Except as provided herein, this Agreement shall be binding upon the parties hereto and their respective successors and assigns.

13.6 Captions. The captions of the sections and subsections of this Agreement are included for reference purposes only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope or intent of the particular provision to which they refer.

13.7 Gender; Singular and Plural Number. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. Also, the singular shall include the plural number where the context so requires and visa versa.

13.8 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. In the event of any ambiguity in or dispute regarding the interpretation of this Agreement, or any provision hereof, the interpretation of this Agreement shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the party who is the draftsman of this Agreement.

13.9 Partial Invalidity and Severability. If any provision of this Agreement shall be held or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular case because if conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever; provided, however, if any provision of this Agreement relating to the payment of monies to DFM or any provision of Articles 6, 7, 11 or 13 is found to be inoperative or unenforceable for any reason, then in such event, such provision shall not be severed from or read out of this Agreement. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions thereof except as provided in the preceding sentence.

13.10 Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other party, to better evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intents and purposes of this Agreement.

13.11 No Implied Waivers. The failure of either party at any time or from time to time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision.

13.12 Applicable Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of California applicable to agreements made and to be performed wholly within the State of California.

13.13 Counterparts. This Agreement and any Addenda may be executed simultaneously in one or more counterparts, each of which together shall constitute one and the same instrument.

13.14 Entire Agreement; Amendment. This Agreement and all Addenda incorporated herein, and all other agreements, documents or writings required to be delivered in connection herewith, contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. No addition, modification or amendment of or to any term or provision of this Agreement, or to this Agreement as a whole, shall be effective unless set forth in writing and signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above mentioned.

DFM ASSOCIATES, a California Corporation

By: _____
THOMAS G. DIEBOLT
President

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: _____
Deputy County Counsel RKF

Date: 4-13-26

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: _____

RIIMS™ SOFTWARE ADDENDUM

RIIMS™ is an acronym for Recorders Information and Image Management System and means the computer software designed by DFM for use in the various steps of the recording process. RIIMS™ includes the RIIMS™ Software, the RIIMS™ Subsystems, any RIIMS™ Enhancement and any RIIMS™ Software Releases. RIIMS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

10 Core Function: The core function of the RIIMS™ is to index documents for later retrieval. The ability of the RIIMS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.

20 Description of RIIMS™: RIIMS™ is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

30 NOT USED

40 NOT USED

50 NOT USED

60 Annual Fee: $48,987.00

70 Lease Term: Eighty-four (84) months from July 1, 2026 until June 30, 2033.

80 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

[SIGNATURES ON FOLLOWING PAGE]

DFM ASSOCIATES, a California Corporation

By: _____
THOMAS G. DIEBOLT
President

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: _____
Deputy County Counsel EKF

Date: 4-13-26

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: _____

EXHIBIT A

General Description of RIIMS™

Introduction _The Recorder's Information and Image Management System (RIIMS™) is a software package designed to automate the functions of a County Recorder's office. RIIMS™ is a Windows application designed to work in a networking environment. The system provides facilities for the entry, inquiry, update, verification and balancing of Official Records, Vital Statistics, Work Requests, and Cash Register records. Statistical tracking provides reporting of document detail or counts by statistic types, general ledger accounts, and specific charges.

On-Line Help _ The Recorder's system is designed with context sensitive help. While in a specific screen the on-line help menu is displayed that shows narrative information concerning that functional area of the Recorder's system. Windows standard help narratives are provided.

Full Screen and Field Editing _ Where appropriate, data entered into a field is edited for appropriate values as soon as data entry in that field is completed. Transactions are further edited as they are completed for consistency of data within that transaction.

Formatted Screens _ The data entry and verification screens have similar formats to provide consistency for data entry operators. Pop-up or pull down windows are used extensively throughout the system. These windows display information from look-up tables containing frequently used data such as institutions, customers, document types, etc. Selected look-up data can be automatically inserted in the correct data entry field.

File Backup and Recovery _ RIIMS™ is designed to use industry standard SQL database management systems. This allows the user to take advantage of state-of-the-art Relational Database Management System (RDBMS) technology for data consistency. SQL provides for full logging of transactions for recovery from system failures. Full system backups are also performed utilizing SQL or the operating systems utilities.

Security _ System security is provided through the operating system and SQL username and passwords as well as a RIIMS™ operator code. The use of operator codes provides an additional level of security. These operator codes are unique to each operator and specific to the Recorder's system.

On-Line Indices _ The index files incorporated within the Recorder's system are on-line files. This allows the user to produce printed reports and also to inquire on these indices. The user can look through the index file of choice and may inquire on a specific record. This allows the user to receive specific information without having to print an entire report.

Official Records _ The Official Records index contains entries for all Official Records entered into the system. All Official Record entries must first be entered by an operator and then verified using the Official Records Verification program. This serves to help the Recorder's Office ensure the accuracy of the data entered.

Cash Register _ Fee based transactions are entered into the Cash Register file using the Cash Register Entry program. This file is used to reconcile indexed document fees with the cash register using a batch balancing report. The system is able to cashier all transactions for both the Recorder and County Clerk creating a customer receipt to provide a record of information.

Accounting Data _ The accounting data maintained by the system provides the ability to create detailed accounting activity reports. The system maintains statistical totals on the various document statistic types on a daily, monthly and yearly basis. These statistics can be provided in report form upon request.

Vital Statistics _ Vital Statistics processing consists of the recording of births, deaths and marriages. Data collection for vital records is consistent with the format defined by the State of California. All data elements within the Vital Statistics database is displayed on the screen. The system is able to index the records on various fields, including, but not limited to, Name or Recorder's assigned certificate numbers and year of issuance. The system provides for sealing or replacing and amending Vital Statistics records. The following reports are provided; Abstract Record Reports on Bank Note paper; Birth Alpha Index; Death Alpha Index; and Marriage Alpha Index. Daily report of records entered, deleted, amended, and sealed showing detail and summary information.

Work Requests _ This subsystem is used to keep track of work requests. It interacts with the Accounting Data files to account for the revenue that they generate. A Work Request may take the form of a request for Vital Statistics copies, index search requests or microfilm copy requests. Receipts are automatically printed and work orders may be generated. The generation of an itemized work order is at the discretion of the cashier. The staff has the ability to inquire, update and delete a work order, when necessary, independently from the Cashiering function.

Reports _ System reports provide management information to support the accountability functions of the Cashiering process, data to facilitate system access, and statistical data to

monitor internal system processes and ensure date completeness and integrity. All reports have a run date and an appropriate descriptive title. The system will reconcile and report, on request, all revenue: Total by cashier; Total by cash register (station); Total for all cashiers; and Total for all cash registers (stations). The following reports are a part of the base system: Indexing Reports including: Vital Statistics Transaction Report; Vital Statistics Daily Report; Vital Records Update Report; Daily Official Record Document Report; Daily Index Report; Grantor-Grantee Index; Official Records Updated Report; Error Report; Accounting Report; Charge Register; Charge Register-Summary; Ledger Statistics; Document Statistics; Charge Code Statistic; Accounts Receivable Summary; Accounts Receivable Billing; Update Report; and Work Order Report.

FBN™ SOFTWARE ADDENDUM

FBN™ is an acronym for Fictitious Business Name System and means the computer software designed by DFM for use in the filing of fictitious business name statements. FBN™ includes the FBN™ Software, the FBN™ Subsystems, any FBN™ Enhancement and any FBN™ Software Releases. FBN™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

10 Core Function: The core function of the FBN™ is to gather data for use in the filing and indexing of Fictitious Business Name Statements. The ability of the FBN™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.

20 Description of FBN™: FBN™ is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

30 Annual Fee: $9,951

40 Lease Term: Eighty-four (84) months from July 1, 2026 until June 30, 2033.

50 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

[SIGNATURES ON FOLLOWING PAGE]

DFM ASSOCIATES, a California Corporation

By: _____
THOMAS G. DIEBOLT
President

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: _____
Deputy County Counsel RKF

Date: 4-13-26

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: _____

EXHIBIT B

General Description of the Fictitious Business Name System

The Fictitious Business Name Statement provides an opportunity for a business to declare one or more fictitious names under which it may conduct business operations. The Fictitious Business Name Statement is retained by the Recorder and declared fictitious names are published as information to applicants. Fictitious names, once declared, can be modified and/or abandoned. The initiation, modification, and abandonment of a fictitious name requires public notice. Proof of public notice is provided to and maintained by the Recorder.

A Fictitious Business Name Statement is valid for 5 years. Within 90 days of the application, Proof of Publication must be received from a recognized publisher (Newspaper). Prior to expiration of the Fictitious Business Name Statement, a notice to refile must be generated and sent to the applicant. A refile will be processed without the requirement to provide proof of publication if all information, except the Owner's addresses, is identical to the original application.

Retrieval of Fictitious Business Name Statement records can be by indexes to:

- ◊ Fictitious Business Name
- ◊ Owner Name(s)
- ◊ Document Number
- ◊ Classification of the business

Reports are available to provide:

- ◊ Alphabetical list of all Fictitious Business Names.
- ◊ Listing of Fictitious Business Names and Owners.

The Fictitious Business Name System process is described in the following text:

- The Fictitious Business Name application number is assigned by the system using a unique number series at the time of cashiering.
- The system assigns both the application and expiration date at the time of cashiering.
- The system will accept at least 100 owners' names and business names.
- The system will accept a physical and mailing address for the owner.
- The system will accept a physical and mailing address for the business.
- The Business can have only one physical and mailing address.
- The system will automatically prepare a notice to refile the Fictitious Business Name Statement prior to the expiration of the application (5 years from the application date).
- The system can distinguish between the original application and a refile.
- On a refile, proof of publication processes is disabled if all information, except

owner's addresses, is identical to the original application.

- On a refile, the original Fictitious Business Name Statement is stored to indicate that this is a refile.

MLS™ SOFTWARE ADDENDUM

MLS™ is an acronym for Marriage License System and means the computer software designed by DFM for use in the issuance of marriage licenses. MLS™ includes the MLS™ Software, the MLS™ Subsystems, any MLS™ Enhancement and any MLS™ Software Releases. MLS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

10 Core Function: The core function of the MLS™ is to gather data for use in the preparation of marriage licenses and the issuance thereof. The ability of the MLS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.

20 Description of MLS™: MLS™ is more particularly described on Exhibit C attached hereto and incorporated herein by this reference.

30 NOT USED.

40 Annual Fee: $3,184.00

50 Lease Term: Eighty-four (84) months from July 1, 2026 until June 30, 2033.

60 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

[SIGNATURES ON FOLLOWING PAGE]

DFM ASSOCIATES, a California Corporation

By: _____
THOMAS G. DIEBOLT
President

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: _____
Deputy County Counsel EKF

Date: 4-13-26

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: _____

EXHIBIT C

General Description of the Marriage License System

The Marriage License process is a two step activity. In the first step, the Clerk-Recorder's office issues either a public or confidential marriage license to the applicants. At this point, the license is nothing more than an application to have a marriage performed. If the ceremony does not take place before the expiration of the license, no further actions take place and all record of the application is erased. Prior to expiration of the license, a notification is sent to the applicants stating that their license is about to expire.

The second step occurs after the completion of the ceremony. At this point, the marriage license becomes a marriage certificate and is returned to the office of the Recorder where it is processed and recorded as a vital statistic record.

The Marriage License System process is described in the following text.

- The system generates and controls the Recorder's Locator Numbers for Confidential and Public Marriage Licenses.
- The system will cashier Confidential and Public Marriage Licenses.
- The application software provides for the automated indexing of Confidential and Public Marriage Licenses.
- The system provides for the on-line generating and printing of Confidential and Public Marriage Licenses in the format required by State law and County policy.
- The system stores the Marriage License information captured when the License is issued for retrieval when the Marriage Certificate is recorded as a Vital Record.
- The system will automatically generate a notice to be sent to the applicants if the certificate has not been returned 60 days from the date of issue of the lice

RiiMS™ CERTNA Systems Interface
SOFTWARE ADDENDUM

RiiMS™ CERTNA Systems Interface means the computer software designed by DFM for use in the integration of CERTNA Electronic Recording Delivery System (ERDS) by the CALIFORNIA ELECTRONIC RECORDING TRANSACTION NETWORK AUTHORITY (CERTNA). The RiiMS™ CERTNA Systems Interface includes the RiiMS™ CERTNA Systems Interface Software, any RiiMS™ CERTNA Systems Interface Enhancement and any RiiMS™ CERTNA Systems Interface Software Releases. The RiiMS™ CERTNA Systems Interface is proprietary to DFM and reference is made to Article 6 of the Agreement.

10 Core Function: The core function of the RiiMS™ CERTNA Systems Interface is to allow the use of CERTNA ERDS to be used with DFM's RiiMS™ software to automate those functions.

20 Not used.

30 Annual Fee: The annual fee for the RiiMS™ CERTNA Interface is $9,000.00.

40 Lease Term: Eighty-four (84) months from July 1, 2026 until June 30, 2033.

50 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

[SIGNATURES ON FOLLOWING PAGE]

DFM ASSOCIATES, a California Corporation

By: _____
THOMAS G. DIEBOLT
President

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: _____
Deputy County Counsel

Date: 4-13-26

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

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-999

TO: Board of Supervisors

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

REPORT BY: Jaspreet Faller, Staff Services Analyst

SUBJECT: Report from Napa County Mosquito Abatement District

RECOMMENDATION

Receive a presentation from Wes Maffei, Manager of the Napa County Mosquito Abatement District. (No Fiscal Impact)

BACKGROUND

Neighboring counties have detected non-native species of mosquitoes; this presentation will provide information for residents in Napa County in the event they migrate here.

Requested Action: Receive a presentation from Wes Maffei, Manager of the Napa County Mosquito Abatement District.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Innovation & Learning

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:** 5/19/2026 | **File ID #:** 26-1170

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Appointment to the Napa County Wildlife Conservation Commission

RECOMMENDATION

Appoint one of the following applicants to the Napa County Wildlife Conservation Commission to represent the Youth member with terms of office to commence immediately and expire on February 1, 2028. (No Fiscal Impact)

Charles L. Caruso

Ava Marie D. Maharaj

BACKGROUND

There is currently one opening on the Napa County Wildlife Conservation Commission due to term expiration. The County Executive Office advertised the opening and received two applications from Charles L. Caruso and Ava Marie D. Maharaj.

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

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

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

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

PROCEDURAL REQUIREMENTS:

1.Staff reports.

2.Public comments.

3.Motion, second, discussion and vote on the item.

Requested Action:

Appoint one of the applicants to represent the Youth member to the Napa County Wildlife Conservation Commission.

- Charles L. Caruso
- Ava Maria D. Maharaj

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	County 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.

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Wildlife Conservation Commission: Submitted

Category of Membership for Which You Are Applying

Youth position

Profile

Charles (First Name) | L (Middle Initial) | Caruso (Last Name)

Email Address

Home Address | Suite or Apt

American Canyon (City) | CA (State) | 94503 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 5

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

Primary Phone

Student	Student	Student
Employer	Job Title	Occupation

Education/Experience

I have been in highschool for two years. I have participated in invasive species control and removal.

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

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

Erin Cossen - Charles Caruso - Joseph Caruso -

Community Participation

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

I utilize our wild spaces often, and feel I should participate in how they are managed. I want to help keep them accessible and natural for everyone. I am knowledgeable on our local and invasive species, occasionally foraging for food. I can utilize my knowledge to help decide how to protect our natural systems.

Nature of activity and community location

I can attend meetings and provide a different perspective on how to protect wildlife.

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

None

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

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Charles L. Caruso

Date

3/2/26

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Wildlife Conservation Commission: Submitted

Category of Membership for Which You Are Applying

Napa County Wildlife Conservation Commission Youth Representative

Profile

Ava Marie (First Name) | D (Middle Initial) | Maharaj (Last Name)

Email Address

Home Address | Suite or Apt

American Canyon (City) | CA (State) | 94503 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 5

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

Primary Phone

Student	Student	Student
Employer	Job Title	Occupation

Education/Experience

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

N/A

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

N/A

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

Deborah Thorne ; Kelsee Romero ; Phillip Goltiao

Community Participation

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

When I was younger I felt like there were not very many opportunities open for me to make a positive impact on my local environment while also helping out animals at the same time, so being a Youth Representative would be a direct way for me to do this. I am hoping to use my creative perspective to its full potential in order to benefit the preservation of the local wildlife with the given budget.

Nature of activity and community location

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

None

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

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)

Ava Marie D. Maharaj

Date

3/14/26

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:** 5/19/2026 | **File ID #:** 26-1064

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Andrew M. Mize, Legislative & Policy Analyst

SUBJECT: Referral Item: Resolution in Support of H. Con. Res. 46 (Thompson [D-St. Helena]).

RECOMMENDATION

Adopt a Resolution in support of House Concurrent Resolution 46, authored by Congressman Mike Thompson (D-St. Helena). (No Fiscal Impact)

BACKGROUND

This matter is before the Board of Supervisors upon referral of the Chair at the Board's regular April 14, 2026, meeting. At that meeting, the Chair requested that staff return to the Board with a resolution in support of Congressman Thompson's House Concurrent Resolution (H. Con. Res.) 46, working with Napa Climate Now and Napa Schools for Climate Action for the purposes of drafting.

Staff conducted an extensive drafting meeting with members of both community groups to draft a proposed resolution, attached as Exhibit A.

Congressman Thompson's legislative proposal is attached as Exhibit B. His H. Con. Res. 46 provides that the United States Congress "(1) formally recognizes its obligation to future generations to restore a safe climate; (2) declares that climate restoration, along with achieving net-zero CO2 emissions, are climate policy priorities; and (3) calls on the President, Secretary of State, and United States Ambassador to the United Nations to take actions that will restore the climate and stabilize greenhouse gas concentrations at preindustrial levels."

FISCAL IMPACT

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

Discretionary Justification:	Approval of the resolution supports federal action that aligns with the County's strategic initiative to champion environmental sustainability and resiliency.
Consequences if not approved:	The Napa County Board of Supervisors will not be formally in support of H. Con. Res. 46.
Additional Information	Strategic Initiatives: Build Healthy, Connected Communities; Champion Environmental Sustainability and Resiliency.

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.

EXHIBIT A:
Proposed Resolution in Support of House Concurrent Resolution 46

NAPA COUNTY RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, REGARDING SUPPORT FOR HOUSE CONCURRENT RESOLUTION 46 BY CONGRESSMAN MIKE THOMPSON

WHEREAS, the Federal government's "Fourth National Climate Assessment," published by the National Oceanic and Atmospheric Administration (NOAA) in 2018, outlined the serious and substantial risks to human and natural environments in the American Southwest, including California, of climate change, including drought, wildfire, sea level rise, and extreme heat; and

WHEREAS, the Napa County Board of Supervisors, in conjunction with the Cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville, coordinates a broad range of regional climate planning efforts, including the preparation of a Regional Climate Action & Adaptation Plan and Napa County's portion of the Regional Shoreline Adaptation Plan, that protect and restore vital local natural resources and landscapes and improve community resilience; and

WHEREAS, the Board in 2019 executed a Joint Powers Agreement with the Cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville to formalize regional climate planning cooperation through the Napa County Climate Action Committee (CAC), which has since coordinated regional climate planning efforts, including greenhouse gas inventories, climate adaptation and resiliency strategies, grant funding opportunities, and preparation of the Regional Climate Action and Adaptation Plan;

WHEREAS, the Board in 2022 unanimously passed a resolution (Resolution 2022-79) declaring a climate emergency in Napa County, joining with other jurisdictions and districts in Napa County to prepare and adopt a regional climate action plan to achieve net zero greenhouse gas emissions within the County as quickly as possible, with a reach target of 2030, balanced by consideration for the protection of disadvantaged communities, the need for additional housing, and the importance of fire prevention and land management; and

WHEREAS, the Board in 2025 adopted a five-year Strategic Initiatives framework prioritizing environmental sustainability and resilience as a key component of the decisions made in the course of the day-to-day business operations of the County organization; and

WHEREAS, Congressman Mike Thompson introduced House Resolution (H. Res.) 1563 on November 5, 2024, and House Concurrent Resolution (H. Con. Res.) 46 on July 23, 2025, reflecting the nation's commitment to ensuring a safe and healthy climate for future generations by striving for climate restoration, specifically aiming to reduce atmospheric CO2 concentrations below 300 ppm by 2050, a level under which humans have survived long-term and a crucial complement to achieving net zero greenhouse gas emissions goals; and

WHEREAS, H. Con. Res. 46 aligns with H. Res. 975, introduced in 2022, and H. Res. 259, introduced in 2023, which recognize the physical and mental health impacts of recurrent climate-related disasters on vulnerable populations such as youth, low-income, and elderly community members; and

WHEREAS, Napa County's Climate Emergency Declaration Resolution acknowledged the following:

- There is broad scientific consensus that climate change caused by human activity represents a growing danger to human health, safety, and economic prosperity;
- The window of opportunity for reducing long term damage to the global climate is rapidly closing;
- Sustained regional efforts over decades are responsible for meaningful progress, including from the Bay Area Air District; in addition to the Air District efforts acknowledged in the resolution, the Board further acknowledges the progress achieved by regional planning associations and commissions like the Bay Area Regional Energy Network, the Bay Conservation and Development Commission, and programs with regional impact from the California Air Resources Board, California Water Board, and California Natural Resources Agency; and
- NOAA's Fourth National Climate Assessment detailed the massive threat to the American economy posed by climate change and underscored the need for carefully planned, cohesive, and sustained climate adaptation at all levels of government; and

WHEREAS, the Board's Strategic Initiatives prioritize decisive action that integrates climate resilience into decision making at every level of the County organization by:

- Implementing strategic, data-informed initiatives that reduce emissions, protect natural resources, and reduce the risk and impacts of natural and manmade disasters; and
- Securing long-term, reliable, and equitable water access for Napa County and sustaining and restoring natural habitats and wildlife through science-based stewardship; and

WHEREAS, the Board's adopted 2026 Legislative and Regulatory Platform provides as a guiding principle for the County's legislative and regulatory advocacy that "Napa County will generally support efforts that mitigate the current climatological emergency and promote the stable conditions necessary for the County's continued economic and agricultural prosperity and public well-being;" and further provides that the County will advocate for federal and state investment in measures facilitating local atmospheric carbon drawdown; and

WHEREAS, the Board of Supervisors in its 2022 climate emergency declaration directed staff to set in motion the steps needed to accomplish the goal of net zero greenhouse gas emissions, direction staff has and continues to implement through the drafting of a Regional Climate Action & Adaptation Plan and the update to the County's General Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors supports the passage of H. Con. Res. 46 and calls on the Speaker of the House of Representatives to bring the measure to the House floor for a vote; and

BE IT FURTHER RESOLVED, that the Board of Supervisors calls upon the California delegation to the U.S. Senate to introduce a companion resolution; and

BE IT FURTHER RESOLVED, that the Board of Supervisors calls upon Napa County's Cities and Town that have not yet voiced support for H. Con. Res. 46 to do so by formal resolution; that the Board further calls upon the Boards of Supervisors in all counties in California to pass resolutions so supporting; and that the Board calls upon statewide organizations of counties, including the California State Association of Counties; the Rural County Representatives of California; and the Urban Counties of California to take positions in support of H. Con. Res. 46; and

BE IT FURTHER RESOLVED, that the Napa County Board of Supervisors by this resolution restates and renews its commitment to improving climate resilience through its actions.

[Continued on Next Page]

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 19th day of May, 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: _____ County Counsel Date: May 12, 2026 PL Doc. No.	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT B:
House Concurrent Resolution 46

AUTHENTICATED
U.S. GOVERNMENT
INFORMATION
GPO

119TH CONGRESS
1ST SESSION

H. CON. RES. 46

Expressing the sense of Congress that the United States is committed to ensuring a safe and healthy climate for future generations, and thus to restoring the climate.

IN THE HOUSE OF REPRESENTATIVES

JULY 23, 2025

Mr. THOMPSON of California (for himself, Mr. HUFFMAN, Mr. MORELLE, and Mr. THANEDAR) submitted the following concurrent resolution; which was referred to the Committee on Energy and Commerce, and in addition to the Committee on Foreign Affairs, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

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CONCURRENT RESOLUTION

Expressing the sense of Congress that the United States is committed to ensuring a safe and healthy climate for future generations, and thus to restoring the climate.

Whereas humanity has an obligation to future generations to restore and maintain a safe climate that ensures our long-term survival;

Whereas, prior to the industrial revolution, humans have never lived with a sustained atmospheric carbon dioxide (CO2) concentration above 300 parts per million (ppm);

Whereas today's atmospheric CO2 concentration is approximately 420 ppm, 50 percent higher than in preindustrial

times, resulting in destructive impacts on climate, agriculture, the environment, human health, and economies around the world;

Whereas the United Nations Framework Convention on Climate Change set its climate goal to stabilize greenhouse gas (GHG) levels in 1992, when the atmospheric CO2 concentration was 350 ppm, which is the maximum level theorized to sustain the ecosystems to which humans have adapted;

Whereas, in this resolution, ''climate restoration'' refers to—

(1) the goal of restoring the atmospheric CO2 concentration to that which humans have survived long-term, (below 300 ppm); and

(2) actions required to achieve that concentration;

Whereas climate restoration is a crucial complement to rapid and deep emissions reductions;

Whereas climate restoration by 2050, will require removing approximately 1,000,000,000,000 tons of CO2 from the atmosphere, or net 50,000,000,000 tons per year for 20 years;

Whereas, approximately 1,000,000,000,000 tons of CO2 were removed from the atmosphere by natural processes 10 times in the last 1,000,000 years, and naturally occurring mechanisms are capable of removing geologically significant amounts of atmospheric CO2, including carbon sequestration by the ocean carbon biological pump;

Whereas scientists and technologists have developed and demonstrated CO2 sequestration methods that replicate and leverage these natural processes in ways that significantly reduce atmospheric CO2 concentrations;

Whereas Congress should encourage investigation and investment in CO2 removal methods and technologies that leverage existing natural processes, as well as other technologies;

Whereas, in addition to CO2 removal, restoring the Earth's energy balance relies on reducing feedback loops that negatively affect surface albedo, global ocean and atmospheric circulation patterns, and cloud cover;

Whereas removing methane and other short-lived climate pollutants from the atmosphere between now and 2030 is essential as a bridge to achieving longer term climate restoration;

Whereas climate restoration will benefit the people of the United States by reducing loss and damage from heat waves, floods, storms, droughts, wildfires, and other disasters exacerbated by climate change, while producing positive effects on human and ecosystem health, along with benefiting the economy as a whole;

Whereas climate restoration is a precondition for intergenerational climate justice, as young people will suffer the worst effects of climate breakdown;

Whereas the urgent action needed to restore a safe climate is consistent with H. Res. 975, introduced in 2022, and H. Res. 259, introduced in 2023, which are resolutions that recognize the mental health impacts of recurrent climate-related disasters on youth, a group especially vulnerable to the physical and mental health impacts of climate-related disasters, and the far greater suffering young people and future generations will endure if the climate continues to worsen; and

Whereas, on July 3, 2023, the California Senate passed SR–34, becoming the first State to pass a resolution formally recognizing an obligation to future generations to restore the atmospheric CO2 concentration to a safe level, below 300 ppm, and calling for action by the Federal Government, in the form of an international climate treaty, to restore and stabilize greenhouse gas concentrations as a common climate goal: Now, therefore, be it

Resolved by the House of Representatives (the Senate concurring), That Congress—

(1) formally recognizes its obligation to future generations to restore a safe climate;

(2) declares that climate restoration, along with achieving net-zero CO2 emissions, are climate policy priorities; and

(3) calls on the President, Secretary of State, and United States Ambassador to the United Nations to take actions that will restore the climate and stabilize greenhouse gas concentrations at preindustrial levels.

○

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:** 5/19/2026 | **File ID #:** 26-1076

TO: Board of Supervisors

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

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: Emergency Medical Care Committee/Emergency Medical Services Agency Presentation

RECOMMENDATION

Receive a presentation from the Emergency Medical Care Committee/Emergency Medical Services Agency. (No Fiscal Impact)

BACKGROUND

Napa County's Medical Emergency Care Committee (EMCC) was established by the Napa County Board of Supervisors to perform the functions set forth in (1) below as authorized in Sections 1797.270 through 1797.276 of the California (CA) Health and Safety Code (HSC) relating to the provision of ambulance services, emergency medical care, and training programs in Cardiopulmonary resuscitation (CPR) and lifesaving first aid techniques within Napa County.

1. The EMCC shall perform the following functions:

a. Review, at least annually, the following:

i. The operation of ambulance services operating within Napa County;

ii. Emergency medical care offered within Napa County, including training in Cardiopulmonary

resuscitation (CPR);

iii. Public Access Defibrillation (PAD); and

iv. First aid practices.

b. Report to State EMS Authority, local EMS Agency, and the Board, at least annually, the observations and recommendations of the EMCC resulting from the EMCC's activities listed in (1) above.

c. Act in an advisory capacity to the Board and the local EMS Agency on all matters related to emergency

medical services as directed and requested by the Board from time to time.

Local EMS Annual Update

On July 1, 2025, the Public Health (PH) Division of Napa County's Health and Human Services Agency (HHSA) completed its fourteenth year as an independent County run, Local Emergency Medical Services Agency (LEMSA).

Among the most significant highlights from the last year are:

1. Successfully negotiated and executed the renewal of the Emergency Ambulance Services Agreement between Napa County and American Medical Response - West, extending the County's existing ambulance service contract through December 31, 2031.
2. Partnered successfully with Napa County OES and regional EMS system stakeholders to design, coordinate, and deliver a large-scale full-scale multi-incident exercise.
3. Successfully completed the fourth annual Napa County EMS Symposium in partnership with American Medical Response (AMR), providing continuing EMS education and training to more than 100 participants from across the United States.
4. Collaborated successfully with Napa County allied agencies to develop innovative strategies for planning and evaluating behavioral health 911 response models, helping establish the foundation for a statewide behavioral health emergency response strategy.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Additional Information	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1114

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: 2025 Vacancies, Recruitment and Retention Efforts

RECOMMENDATION

Receive a presentation on the status of Napa County vacancies, and recruitment and retention efforts for the 2025 calendar year. (No Fiscal Impact) (CONTINUED FROM MAY 5, 2026)

BACKGROUND

Assembly Bill No. 2561, which became effective on January 1, 2025, added Section 3502.3 to the Government Code. This legislation mandates public agencies, such as Napa County, conduct a public hearing before their governing board at least once per fiscal year, prior to the adoption of the final budget, to present the status of vacancies and recruitment and retention efforts. Furthermore, recognized employee organizations have the right to present during this hearing. Human Resources informed the Deputy Sheriff's Association, Napa County Probation Professionals Association, and Napa Association of Public Employees of this hearing and their opportunity to present. This presentation fulfills the requirements of Government Code Section 3502.3.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Consequences if not approved:	The County will not be following the Government Code.
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.

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:** 5/19/2026 | **File ID #:** 26-957

TO: Members of the Governing Board

FROM: Christopher Silke, District Engineer

REPORT BY: Annamaria Martinez, Assistant Engineer

SUBJECT: Fiscal Year 2026-2027 Availability Charge Public Hearing

RECOMMENDATION

Adopt a Resolution accepting the District Engineer's report and imposing the availability (standby) charges for Fiscal Year 2026-2027 of $10 per parcel per month for water service, and $10 per parcel per month for sewer service for the Napa Berryessa Resort Improvement District. (Fiscal Impact: $131,000 Revenue; Napa Berryessa Resort Improvement District Fund; Budgeted; Discretionary)

BACKGROUND

Today's action is to consider any objections or protests with respect to the water and sewer availability charge for the Napa Berryessa Resort Improvement District (District). District staff recommends continuing the current availability charges for water and sewer service for next fiscal year.

The District was established by the Resort Improvement Act in the 1960's. Due to various parcel mergers over the years, the District currently contains approximately 548 parcels and assesses a water and sewer availability charge to each parcel regardless of development status. The availability charge is collected by the County Treasurer along with the normal property tax on each parcel. Revenues generated by these charges are appropriated through the District's annual budget and fund the maintenance and upgrade of existing water and sewer system facilities.

The water/sewer availability charge was established in 1996 at $240 per parcel per year ($10 per parcel per month for water and $10 per parcel per month for sewer). The amount of this charge, and the parcels to which it is assessed, must be established annually by a Report from the District Engineer. The Engineer's Report includes a listing of parcels by Assessor's Parcel Number and the corresponding amount of the charge for Fiscal

Year 2026-27. These proposed availability charges have remained unchanged since before January 1, 1997, and therefore do not need voter approval under Proposition 218.

Requested Actions:

1. Adopt a Resolution accepting the District Engineer's report and imposing availability charges for fiscal year 2026-2027.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The revenue is part of the requested budget for the NBRID Operations Budget for Fiscal Year 2026-27.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The District would not receive the revenue from the availability charges.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The availability charge provides a necessary annual revenue source for the operating budget. Without the revenue generated by the availability charges, the District will have insufficient funds to cover operations and maintenance expenses.
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. 2026-___ (NBRID)

RESOLUTION OF THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, CONFIRMING THE REPORT OF THE DISTRICT ENGINEER AND APPROVING THE IMPOSITION OF WATER AND SEWER STANDBY (IMMEDIATE AVAILABILITY) CHARGES FOR FISCAL YEAR 2026-2027

WHEREAS, prior to January 1, 1977, the Napa Berryessa Resort Improvement District ("District") imposed water and/or sewer standby charges pursuant to the County Service Area Law (Chapter 2.5 (commencing with section 25210) of Part 2 of Division 2 of Title 3 of the Government Code) as authorized by California Public Resources Code section 13031; and

WHEREAS, as a consequence the District is authorized by Public Resources Code sections 13215 and 13216 to continue to collect standby charges at the same rate that existed prior to January 1, 1997 from the parcels to which water or sewers are made available for any purpose, whether the water or sewers are actually used or not, subject to the requirements of Government Code section 25215.6; and

WHEREAS the standby charges are proposed to remain unchanged, and therefore do not need prior voter approval under Proposition 218; and

WHEREAS, in 1997, the Governing Board of the District passed Ordinance No. 24 (NBRID) establishing a procedure for imposing and collecting standby charges in the same manner and at the same time as *ad valorem* real property taxes are collected within the District; and

WHEREAS, pursuant to Ordinance No. 24 (NBRID):

1. The District Engineer of the Napa Berryessa Resort Improvement District filed with the District Secretary their written report describing the parcels in the District for which water and sewer service is available and recommending that the standby charge for water for fiscal year 2026-2027 continue to be set at $10.00 per parcel per month in the Napa Berryessa Resort Improvement District and that the standby charge for sewer for fiscal year 2026-2027 continue to be set at $10.00 per parcel per month in the Napa Berryessa Resort Improvement District; and

2. The standby charges recommended by the District Engineer are based on the same rates and methodology used to impose standby charges in the District for fiscal year 1996-97, and therefore such charges are exempt from the requirements of Proposition 218 pursuant to Section 5(a) of Article XIIID of the California Constitution; and

3. On May 7, 2026 and on May 14, 2026, notice was given that a public hearing would be held on May 19, 2026, regarding the water and sewer standby charges proposed to be imposed during fiscal year 2026-2027; and

WHEREAS, on May 19, 2026, the Governing Board of the District conducted a public hearing at which time all persons were given an opportunity to address the Board regarding the proposed water and sewer standby charges to be imposed during the 2026-2027 fiscal year and to express support or opposition to the proposed standby charges; and

WHEREAS, after hearing the testimony and reviewing the report of the District Engineer, the Governing Board of the District has concluded that the report and recommendation of the District Engineer should be approved and each charge recommended in the report should be confirmed without change;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Napa Berryessa Resort Improvement District as follows:

1. The foregoing recitals are true and correct.

2. The recommendation made by the District Engineer regarding water and sewer standby charges in the Napa Berryessa Resort Improvement District is approved and each charge recommended by that report is confirmed without change, to wit: the standby charge for water for fiscal year 2026-2027 is set at $10.00 per parcel per month, and the standby charge for sewer for fiscal year 2026-2027 is set at $10.00 per parcel per month within the Napa Berryessa Resort Improvement District.

3. The District Secretary shall transmit a certified copy of this Resolution to the Auditor-Controller for collection of the standby charges at the same time and in the same manner as the collection of *ad valorem* real property taxes are collected within the District by Napa County.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Governing Board of the Napa Berryessa Resort Improvement District at a regular meeting of the Board held on May 19, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California

By: _____
AMBER MANFREE, Chair of the Governing Board of the Napa Berryessa Resort Improvement District

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APPROVED AS TO FORM Office of County Counsel / District Legal Counsel	APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT	ATTEST: NEHA HOSKINS Secretary of the District Board
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: May 1, 2026 FV 13110805	_____ Deputy Secretary of the District Board	

Napa Berryessa Resort Improvement District
Engineer's Report for
FY 2026-2027 Availability Charges

PARCEL NO.	*TAX CODE*	*1ST INSTALL*	*2ND INSTALL*	*TOTAL*
019-180-015	54600	$120.00	$120.00	$240.00
019-318-028	54600	$120.00	$120.00	$240.00
019-341-001	54600	$120.00	$120.00	$240.00
019-341-002	54600	$120.00	$120.00	$240.00
019-341-003	54600	$120.00	$120.00	$240.00
019-341-004	54600	$120.00	$120.00	$240.00
019-341-005	54600	$120.00	$120.00	$240.00
019-341-008	54600	$120.00	$120.00	$240.00
019-341-009	54600	$120.00	$120.00	$240.00
019-341-010	54600	$120.00	$120.00	$240.00
019-341-011	54600	$120.00	$120.00	$240.00
019-341-012	54600	$120.00	$120.00	$240.00
019-341-013	54600	$120.00	$120.00	$240.00
019-341-014	54600	$120.00	$120.00	$240.00
019-341-015	54600	$120.00	$120.00	$240.00
019-342-001	54600	$120.00	$120.00	$240.00
019-342-002	54600	$120.00	$120.00	$240.00
019-342-003	54600	$120.00	$120.00	$240.00
019-342-004	54600	$120.00	$120.00	$240.00
019-342-005	54600	$120.00	$120.00	$240.00
019-342-006	54600	$120.00	$120.00	$240.00
019-351-001	54600	$120.00	$120.00	$240.00
019-351-002	54600	$120.00	$120.00	$240.00
019-351-003	54600	$120.00	$120.00	$240.00
019-351-004	54600	$120.00	$120.00	$240.00
019-351-005	54600	$120.00	$120.00	$240.00
019-351-006	54600	$120.00	$120.00	$240.00
019-351-007	54600	$120.00	$120.00	$240.00
019-351-008	54600	$120.00	$120.00	$240.00
019-352-001	54600	$120.00	$120.00	$240.00
019-352-002	54600	$120.00	$120.00	$240.00
019-352-003	54600	$120.00	$120.00	$240.00
019-352-004	54600	$120.00	$120.00	$240.00
019-352-007	54600	$120.00	$120.00	$240.00
019-352-008	54600	$120.00	$120.00	$240.00
019-352-009	54600	$120.00	$120.00	$240.00
019-352-010	54600	$120.00	$120.00	$240.00
019-352-011	54600	$120.00	$120.00	$240.00
019-352-012	54600	$120.00	$120.00	$240.00

PARCEL NO.	TAX CODE	1ST INSTALL	2ND INSTALL	TOTAL
019-352-013	54600	$120.00	$120.00	$240.00
019-352-014	54600	$120.00	$120.00	$240.00
019-352-015	54600	$120.00	$120.00	$240.00
019-353-001	54600	$120.00	$120.00	$240.00
019-353-002	54600	$120.00	$120.00	$240.00
019-353-003	54600	$120.00	$120.00	$240.00
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019-361-015	54600	$120.00	$120.00	$240.00
019-362-001	54600	$120.00	$120.00	$240.00
019-362-002	54600	$120.00	$120.00	$240.00
019-362-003	54600	$120.00	$120.00	$240.00
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019-362-023	54600	$120.00	$120.00	$240.00
019-362-024	54600	$120.00	$120.00	$240.00

PARCEL NO.	TAX CODE	1ST INSTALL	2ND INSTALL	TOTAL
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019-362-026	54600	$120.00	$120.00	$240.00
019-362-027	54600	$120.00	$120.00	$240.00
019-362-028	54600	$120.00	$120.00	$240.00
019-371-001	54600	$120.00	$120.00	$240.00
019-371-002	54600	$120.00	$120.00	$240.00
019-372-001	54600	$120.00	$120.00	$240.00
019-372-002	54600	$120.00	$120.00	$240.00
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019-372-012	54600	$120.00	$120.00	$240.00
019-381-003	54600	$120.00	$120.00	$240.00
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019-381-023	54600	$120.00	$120.00	$240.00
019-381-024	54600	$120.00	$120.00	$240.00
019-381-025	54600	$120.00	$120.00	$240.00
019-381-026	54600	$120.00	$120.00	$240.00
019-381-027	54600	$120.00	$120.00	$240.00
019-382-001	54600	$120.00	$120.00	$240.00
019-382-002	54600	$120.00	$120.00	$240.00
019-382-003	54600	$120.00	$120.00	$240.00

PARCEL NO.	TAX CODE	1ST INSTALL	2ND INSTALL	TOTAL
019-382-004	54600	$120.00	$120.00	$240.00
019-382-005	54600	$120.00	$120.00	$240.00
019-382-006	54600	$120.00	$120.00	$240.00
019-382-007	54600	$120.00	$120.00	$240.00
019-382-008	54600	$120.00	$120.00	$240.00
019-391-001	54600	$120.00	$120.00	$240.00
019-391-002	54600	$120.00	$120.00	$240.00
019-391-003	54600	$120.00	$120.00	$240.00
019-391-004	54600	$120.00	$120.00	$240.00
019-391-005	54600	$120.00	$120.00	$240.00
019-391-006	54600	$120.00	$120.00	$240.00
019-391-007	54600	$120.00	$120.00	$240.00
019-391-008	54600	$120.00	$120.00	$240.00
019-391-009	54600	$120.00	$120.00	$240.00
019-391-010	54600	$120.00	$120.00	$240.00
019-392-001	54600	$120.00	$120.00	$240.00
019-392-002	54600	$120.00	$120.00	$240.00
019-392-003	54600	$120.00	$120.00	$240.00
019-392-004	54600	$120.00	$120.00	$240.00
019-392-005	54600	$120.00	$120.00	$240.00
019-392-006	54600	$120.00	$120.00	$240.00
019-392-007	54600	$120.00	$120.00	$240.00
019-392-008	54600	$120.00	$120.00	$240.00
019-392-009	54600	$120.00	$120.00	$240.00
019-392-010	54600	$120.00	$120.00	$240.00
019-392-011	54600	$120.00	$120.00	$240.00
019-392-012	54600	$120.00	$120.00	$240.00
019-392-013	54600	$120.00	$120.00	$240.00
019-392-014	54600	$120.00	$120.00	$240.00
019-392-015	54600	$120.00	$120.00	$240.00
019-392-016	54600	$120.00	$120.00	$240.00
019-392-017	54600	$120.00	$120.00	$240.00
019-392-018	54600	$120.00	$120.00	$240.00
019-392-019	54600	$120.00	$120.00	$240.00
019-392-020	54600	$120.00	$120.00	$240.00
019-392-021	54600	$120.00	$120.00	$240.00
019-392-022	54600	$120.00	$120.00	$240.00
019-392-023	54600	$120.00	$120.00	$240.00
019-392-024	54600	$120.00	$120.00	$240.00
019-392-025	54600	$120.00	$120.00	$240.00
019-392-026	54600	$120.00	$120.00	$240.00
019-392-027	54600	$120.00	$120.00	$240.00
019-392-028	54600	$120.00	$120.00	$240.00
019-392-029	54600	$120.00	$120.00	$240.00

PARCEL NO.	TAX CODE	1ST INSTALL	2ND INSTALL	TOTAL
019-392-030	54600	$120.00	$120.00	$240.00
019-392-031	54600	$120.00	$120.00	$240.00
019-401-002	54600	$120.00	$120.00	$240.00
019-402-001	54600	$120.00	$120.00	$240.00
019-402-002	54600	$120.00	$120.00	$240.00
019-402-003	54600	$120.00	$120.00	$240.00
019-402-004	54600	$120.00	$120.00	$240.00
019-402-005	54600	$120.00	$120.00	$240.00
019-402-006	54600	$120.00	$120.00	$240.00
019-402-007	54600	$120.00	$120.00	$240.00
019-402-008	54600	$120.00	$120.00	$240.00
019-402-009	54600	$120.00	$120.00	$240.00
019-402-010	54600	$120.00	$120.00	$240.00
019-402-011	54600	$120.00	$120.00	$240.00
019-402-012	54600	$120.00	$120.00	$240.00
019-402-013	54600	$120.00	$120.00	$240.00
019-402-014	54600	$120.00	$120.00	$240.00
019-402-015	54600	$120.00	$120.00	$240.00
019-402-016	54600	$120.00	$120.00	$240.00
019-402-017	54600	$120.00	$120.00	$240.00
019-402-018	54600	$120.00	$120.00	$240.00
019-402-019	54600	$120.00	$120.00	$240.00
019-402-020	54600	$120.00	$120.00	$240.00
019-403-001	54600	$120.00	$120.00	$240.00
019-403-004	54600	$120.00	$120.00	$240.00
019-421-001	54600	$120.00	$120.00	$240.00
019-421-002	54600	$120.00	$120.00	$240.00
019-421-003	54600	$120.00	$120.00	$240.00
019-421-004	54600	$120.00	$120.00	$240.00
019-421-005	54600	$120.00	$120.00	$240.00
019-421-006	54600	$120.00	$120.00	$240.00
019-421-007	54600	$120.00	$120.00	$240.00
019-421-008	54600	$120.00	$120.00	$240.00
019-421-009	54600	$120.00	$120.00	$240.00
019-421-010	54600	$120.00	$120.00	$240.00
019-421-011	54600	$120.00	$120.00	$240.00
019-421-012	54600	$120.00	$120.00	$240.00
019-421-013	54600	$120.00	$120.00	$240.00
019-421-014	54600	$120.00	$120.00	$240.00
019-421-015	54600	$120.00	$120.00	$240.00
019-421-019	54600	$120.00	$120.00	$240.00
019-421-020	54600	$120.00	$120.00	$240.00
019-421-021	54600	$120.00	$120.00	$240.00
019-421-022	54600	$120.00	$120.00	$240.00

PARCEL NO.	TAX CODE	1ST INSTALL	2ND INSTALL	TOTAL
019-422-001	54600	$120.00	$120.00	$240.00
019-422-002	54600	$120.00	$120.00	$240.00
019-422-003	54600	$120.00	$120.00	$240.00
019-422-004	54600	$120.00	$120.00	$240.00
019-422-005	54600	$120.00	$120.00	$240.00
019-422-006	54600	$120.00	$120.00	$240.00
019-422-007	54600	$120.00	$120.00	$240.00
019-422-010	54600	$120.00	$120.00	$240.00
019-422-011	54600	$120.00	$120.00	$240.00
019-422-012	54600	$120.00	$120.00	$240.00
019-422-013	54600	$120.00	$120.00	$240.00
019-422-014	54600	$120.00	$120.00	$240.00
019-422-015	54600	$120.00	$120.00	$240.00
019-422-016	54600	$120.00	$120.00	$240.00
019-422-017	54600	$120.00	$120.00	$240.00
019-422-020	54600	$120.00	$120.00	$240.00
019-422-021	54600	$120.00	$120.00	$240.00
019-422-022	54600	$120.00	$120.00	$240.00
019-422-023	54600	$120.00	$120.00	$240.00
019-422-024	54600	$120.00	$120.00	$240.00
019-422-025	54600	$120.00	$120.00	$240.00
019-431-001	54600	$120.00	$120.00	$240.00
019-431-002	54600	$120.00	$120.00	$240.00
019-431-003	54600	$120.00	$120.00	$240.00
019-431-004	54600	$120.00	$120.00	$240.00
019-431-007	54600	$120.00	$120.00	$240.00
019-431-008	54600	$120.00	$120.00	$240.00
019-431-009	54600	$120.00	$120.00	$240.00
019-431-010	54600	$120.00	$120.00	$240.00
019-431-011	54600	$120.00	$120.00	$240.00
019-431-012	54600	$120.00	$120.00	$240.00
019-431-013	54600	$120.00	$120.00	$240.00
019-431-014	54600	$120.00	$120.00	$240.00
019-431-015	54600	$120.00	$120.00	$240.00
019-431-016	54600	$120.00	$120.00	$240.00
019-431-017	54600	$120.00	$120.00	$240.00
019-431-018	54600	$120.00	$120.00	$240.00
019-432-001	54600	$120.00	$120.00	$240.00
019-432-002	54600	$120.00	$120.00	$240.00
019-432-003	54600	$120.00	$120.00	$240.00
019-441-001	54600	$120.00	$120.00	$240.00
019-441-002	54600	$120.00	$120.00	$240.00
019-441-003	54600	$120.00	$120.00	$240.00
019-441-004	54600	$120.00	$120.00	$240.00

PARCEL NO.	TAX CODE	1ST INSTALL	2ND INSTALL	TOTAL
019-441-005	54600	$120.00	$120.00	$240.00
019-441-006	54600	$120.00	$120.00	$240.00
019-441-007	54600	$120.00	$120.00	$240.00
019-441-008	54600	$120.00	$120.00	$240.00
019-441-009	54600	$120.00	$120.00	$240.00
019-441-013	54600	$120.00	$120.00	$240.00
019-441-014	54600	$120.00	$120.00	$240.00
019-441-015	54600	$120.00	$120.00	$240.00
019-441-016	54600	$120.00	$120.00	$240.00
019-441-017	54600	$120.00	$120.00	$240.00
019-441-018	54600	$120.00	$120.00	$240.00
019-441-022	54600	$120.00	$120.00	$240.00
019-441-023	54600	$120.00	$120.00	$240.00
019-442-001	54600	$120.00	$120.00	$240.00
019-442-002	54600	$120.00	$120.00	$240.00
019-442-003	54600	$120.00	$120.00	$240.00
019-442-004	54600	$120.00	$120.00	$240.00
019-442-005	54600	$120.00	$120.00	$240.00
019-451-001	54600	$120.00	$120.00	$240.00
019-451-002	54600	$120.00	$120.00	$240.00
019-451-003	54600	$120.00	$120.00	$240.00
019-451-004	54600	$120.00	$120.00	$240.00
019-451-005	54600	$120.00	$120.00	$240.00
019-451-006	54600	$120.00	$120.00	$240.00
019-451-007	54600	$120.00	$120.00	$240.00
019-451-008	54600	$120.00	$120.00	$240.00
019-451-009	54600	$120.00	$120.00	$240.00
019-451-010	54600	$120.00	$120.00	$240.00
019-451-011	54600	$120.00	$120.00	$240.00
019-451-012	54600	$120.00	$120.00	$240.00
019-451-013	54600	$120.00	$120.00	$240.00
019-451-014	54600	$120.00	$120.00	$240.00
019-451-015	54600	$120.00	$120.00	$240.00
019-451-016	54600	$120.00	$120.00	$240.00
019-451-017	54600	$120.00	$120.00	$240.00
019-451-018	54600	$120.00	$120.00	$240.00
019-451-019	54600	$120.00	$120.00	$240.00
019-451-020	54600	$120.00	$120.00	$240.00
019-451-021	54600	$120.00	$120.00	$240.00
019-451-022	54600	$120.00	$120.00	$240.00
019-451-023	54600	$120.00	$120.00	$240.00
019-451-024	54600	$120.00	$120.00	$240.00
019-452-001	54600	$120.00	$120.00	$240.00
019-452-002	54600	$120.00	$120.00	$240.00

PARCEL NO.	TAX CODE	1ST INSTALL	2ND INSTALL	TOTAL
019-452-003	54600	$120.00	$120.00	$240.00
019-453-002	54600	$120.00	$120.00	$240.00
019-461-001	54600	$120.00	$120.00	$240.00
019-461-002	54600	$120.00	$120.00	$240.00
019-461-003	54600	$120.00	$120.00	$240.00
019-461-004	54600	$120.00	$120.00	$240.00
019-461-005	54600	$120.00	$120.00	$240.00
019-461-006	54600	$120.00	$120.00	$240.00
019-461-007	54600	$120.00	$120.00	$240.00
019-461-008	54600	$120.00	$120.00	$240.00
019-461-009	54600	$120.00	$120.00	$240.00
019-461-010	54600	$120.00	$120.00	$240.00
019-461-011	54600	$120.00	$120.00	$240.00
019-461-012	54600	$120.00	$120.00	$240.00
019-461-013	54600	$120.00	$120.00	$240.00
019-461-014	54600	$120.00	$120.00	$240.00
019-461-015	54600	$120.00	$120.00	$240.00
019-461-016	54600	$120.00	$120.00	$240.00
019-461-017	54600	$120.00	$120.00	$240.00
019-461-018	54600	$120.00	$120.00	$240.00
019-461-019	54600	$120.00	$120.00	$240.00
019-461-020	54600	$120.00	$120.00	$240.00
019-461-021	54600	$120.00	$120.00	$240.00
019-461-022	54600	$120.00	$120.00	$240.00
019-461-023	54600	$120.00	$120.00	$240.00
019-461-024	54600	$120.00	$120.00	$240.00
019-461-025	54600	$120.00	$120.00	$240.00
019-462-002	54600	$120.00	$120.00	$240.00
019-462-003	54600	$120.00	$120.00	$240.00
019-462-004	54600	$120.00	$120.00	$240.00
019-462-005	54600	$120.00	$120.00	$240.00
019-462-006	54600	$120.00	$120.00	$240.00
019-462-007	54600	$120.00	$120.00	$240.00
019-462-008	54600	$120.00	$120.00	$240.00
019-462-009	54600	$120.00	$120.00	$240.00
019-462-012	54600	$120.00	$120.00	$240.00
019-462-013	54600	$120.00	$120.00	$240.00
019-462-016	54600	$120.00	$120.00	$240.00
019-462-017	54600	$120.00	$120.00	$240.00
019-462-018	54600	$120.00	$120.00	$240.00
019-462-019	54600	$120.00	$120.00	$240.00
019-462-020	54600	$120.00	$120.00	$240.00
019-462-021	54600	$120.00	$120.00	$240.00
019-462-022	54600	$120.00	$120.00	$240.00

PARCEL NO.	TAX CODE	1ST INSTALL	2ND INSTALL	TOTAL
019-462-023	54600	$120.00	$120.00	$240.00
019-462-024	54600	$120.00	$120.00	$240.00
019-462-025	54600	$120.00	$120.00	$240.00
019-462-026	54600	$120.00	$120.00	$240.00
019-462-027	54600	$120.00	$120.00	$240.00
019-462-028	54600	$120.00	$120.00	$240.00
019-471-001	54600	$120.00	$120.00	$240.00
019-471-002	54600	$120.00	$120.00	$240.00
019-471-003	54600	$120.00	$120.00	$240.00
019-471-004	54600	$120.00	$120.00	$240.00
019-471-005	54600	$120.00	$120.00	$240.00
019-471-006	54600	$120.00	$120.00	$240.00
019-471-007	54600	$120.00	$120.00	$240.00
019-471-008	54600	$120.00	$120.00	$240.00
019-471-011	54600	$120.00	$120.00	$240.00
019-471-012	54600	$120.00	$120.00	$240.00
019-471-013	54600	$120.00	$120.00	$240.00
019-471-014	54600	$120.00	$120.00	$240.00
019-471-015	54600	$120.00	$120.00	$240.00
019-472-001	54600	$120.00	$120.00	$240.00
019-472-002	54600	$120.00	$120.00	$240.00
019-472-003	54600	$120.00	$120.00	$240.00
019-472-006	54600	$120.00	$120.00	$240.00
019-472-007	54600	$120.00	$120.00	$240.00
019-472-008	54600	$120.00	$120.00	$240.00
019-472-009	54600	$120.00	$120.00	$240.00
019-472-010	54600	$120.00	$120.00	$240.00
019-472-011	54600	$120.00	$120.00	$240.00
019-472-012	54600	$120.00	$120.00	$240.00
019-472-013	54600	$120.00	$120.00	$240.00
019-472-014	54600	$120.00	$120.00	$240.00
019-472-015	54600	$120.00	$120.00	$240.00
019-472-016	54600	$120.00	$120.00	$240.00
019-473-001	54600	$120.00	$120.00	$240.00
019-473-002	54600	$120.00	$120.00	$240.00
019-473-003	54600	$120.00	$120.00	$240.00
019-473-004	54600	$120.00	$120.00	$240.00
019-473-005	54600	$120.00	$120.00	$240.00
019-473-006	54600	$120.00	$120.00	$240.00
019-473-007	54600	$120.00	$120.00	$240.00
019-473-008	54600	$120.00	$120.00	$240.00
019-474-001	54600	$120.00	$120.00	$240.00
019-474-002	54600	$120.00	$120.00	$240.00
019-474-003	54600	$120.00	$120.00	$240.00

PARCEL NO.	TAX CODE	1ST INSTALL	2ND INSTALL	TOTAL
019-474-004	54600	$120.00	$120.00	$240.00
019-474-005	54600	$120.00	$120.00	$240.00
019-474-006	54600	$120.00	$120.00	$240.00
019-474-007	54600	$120.00	$120.00	$240.00
019-481-001	54600	$120.00	$120.00	$240.00
019-481-004	54600	$120.00	$120.00	$240.00
019-481-005	54600	$120.00	$120.00	$240.00
019-481-006	54600	$120.00	$120.00	$240.00
019-481-009	54600	$120.00	$120.00	$240.00
019-481-010	54600	$120.00	$120.00	$240.00
019-481-011	54600	$120.00	$120.00	$240.00
019-482-001	54600	$120.00	$120.00	$240.00
019-482-002	54600	$120.00	$120.00	$240.00
019-482-003	54600	$120.00	$120.00	$240.00
019-482-004	54600	$120.00	$120.00	$240.00
019-482-005	54600	$120.00	$120.00	$240.00
019-482-006	54600	$120.00	$120.00	$240.00
019-482-007	54600	$120.00	$120.00	$240.00
019-482-008	54600	$120.00	$120.00	$240.00
019-482-009	54600	$120.00	$120.00	$240.00
019-482-010	54600	$120.00	$120.00	$240.00
019-482-011	54600	$120.00	$120.00	$240.00
019-482-012	54600	$120.00	$120.00	$240.00
019-482-013	54600	$120.00	$120.00	$240.00
019-482-014	54600	$120.00	$120.00	$240.00
019-482-015	54600	$120.00	$120.00	$240.00
019-482-016	54600	$120.00	$120.00	$240.00
019-483-001	54600	$120.00	$120.00	$240.00
019-483-002	54600	$120.00	$120.00	$240.00
019-483-003	54600	$120.00	$120.00	$240.00
019-483-006	54600	$120.00	$120.00	$240.00
019-483-007	54600	$120.00	$120.00	$240.00
019-483-008	54600	$120.00	$120.00	$240.00
019-483-009	54600	$120.00	$120.00	$240.00
019-483-010	54600	$120.00	$120.00	$240.00
019-483-013	54600	$120.00	$120.00	$240.00
019-483-014	54600	$120.00	$120.00	$240.00
019-483-015	54600	$120.00	$120.00	$240.00
019-483-016	54600	$120.00	$120.00	$240.00
019-484-001	54600	$120.00	$120.00	$240.00
019-484-002	54600	$120.00	$120.00	$240.00
019-484-003	54600	$120.00	$120.00	$240.00
019-484-004	54600	$120.00	$120.00	$240.00
019-484-005	54600	$120.00	$120.00	$240.00

PARCEL NO.	TAX CODE	1ST INSTALL	2ND INSTALL	TOTAL
019-484-006	54600	$120.00	$120.00	$240.00
019-484-007	54600	$120.00	$120.00	$240.00
019-484-008	54600	$120.00	$120.00	$240.00
019-491-001	54600	$120.00	$120.00	$240.00
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019-491-009	54600	$120.00	$120.00	$240.00
019-491-010	54600	$120.00	$120.00	$240.00
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019-492-010	54600	$120.00	$120.00	$240.00
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019-492-020	54600	$120.00	$120.00	$240.00
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PARCEL NO.	TAX CODE	1ST INSTALL	2ND INSTALL	TOTAL
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019-504-009	54600	$120.00	$120.00	$240.00
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019-504-011	54600	$120.00	$120.00	$240.00
019-504-012	54600	$120.00	$120.00	$240.00

PARCEL NO.	TAX CODE	1ST INSTALL	2ND INSTALL	TOTAL
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019-504-018	54600	$120.00	$120.00	$240.00
019-504-019	54600	$120.00	$120.00	$240.00
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019-590-020	54600	$120.00	$120.00	$240.00
		$65,700.00	$65,700.00	$131,400.00

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 5/19/2026 | **File ID #:** 26-1111

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Conference with Legal Counsel - Existing Litigation

RECOMMENDATION

Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))

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

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:** 5/19/2026 | **File ID #:** 26-1105

TO: Napa County Groundwater Sustainability Agency

FROM: Brian D. Bordona, Director of Planning, Building and Environmental Services

REPORT BY: Jamison Crosby, Natural Resources Conservation Manager

SUBJECT: Presentation on GSP Annual Report for Water Year 2025

RECOMMENDATION

SET TIME - 1:30 PM

Receive a presentation on the implementation of the Groundwater Sustainability Plan including the Annual Report for Water Year 2025, increased monitoring and outreach activities. (No Fiscal Impact)

BACKGROUND

Pursuant to California Code of Regulations §356.2, an Annual Report is required to be submitted to the Department of Water Resources (DWR) each year by April 1. This is the fifth Napa Valley Subbasin Groundwater Sustainability Plan (GSP) Annual Report submitted to DWR since the adoption of the GSP. The report contains both a narrative description and data in various formats including DWR provided templates.

Annual Reports are submitted to DWR through the state's Sustainable Groundwater Management Act (SGMA) Portal and are available for public comment at <https://sgma.water.ca.gov>.

The Annual Report reflects an ongoing commitment by Napa County and the Napa County Groundwater Sustainability Agency (NCGSA) to sustainably manage groundwater resources by implementing an adaptive management approach supported by best available information.

The goal of the GSP is to achieve the sustainability goal by ensuring that there are no Undesirable Results in the Napa Valley Subbasin by 2042. To accomplish the goal, the GSP includes 6 Sustainability Indicators, as follows:

1. Chronic groundwater level decline;
2. Reduction in groundwater storage;
3. Depletion of interconnected surface water;
4. Land subsidence;
5. Degraded water quality; and
6. Seawater intrusion.

These are critical factors used to measure the long-term health of groundwater in the Napa Valley Subbasin. For each Sustainability Indicator, the GSP has established a Minimum Threshold, which defines when the Sustainability Indicators are declining to a point where the GSA should evaluate the conditions and determine the necessary responses needed to maintain or achieve sustainability, including implementing Projects and Management Actions (PMAs) or other response actions to avoid Undesirable Results. Each Sustainability Indicator also has a defined Undesirable Result, which indicates conditions that need to be avoided to protect the long-term health of the Subbasin groundwater and interconnected surface water and to achieve the sustainability goal.

Water Year 2025 Conditions

Water Year (WY) 2025 (defined as October 1, 2024 through September 30, 2025) saw normal (below average) precipitation throughout Napa County and the Napa Valley Subbasin. WYs 2020 and 2021 registered as the driest consecutive years since at least the 1890s, as measured by the precipitation gauge at the Napa State Hospital. WY 2022 registered 21.24 inches of precipitation and was classified as a normal (below average) year with most precipitation falling before Spring 2022, and WY 2023 registered 128 percent of average precipitation and was classified as a wet year. WY 2024 experienced a total of 22.94 inches, defining it as normal (below average). WY 2025 precipitation was slightly less than WY 2024 and recorded a total of 21.59 inches, again normal (below average).

Most rainfall occurred in November and December 2024, while no precipitation was measured from June through August 2025. This pattern reflects the region's Mediterranean climate, characterized by dry summers and wet winters. In WY 2025, precipitation varied across the region, with the highest amounts occurring to the north and west and decreasing toward the south and east. The Napa State Hospital rain gage is in a comparatively drier part of the watershed and Subbasin. PRISM data (provided by the PRISM Group of the Northwest Alliance for Computational Science and Engineering and housed at Oregon State University) are used for water year hydrologic data updates to the Napa Valley Integrated Hydrologic Model (NVIHM).

Temperature patterns also affect groundwater conditions because of the influence of temperature on the consumptive use of water through evaporation and transpiration, and associated demands of environmental, agricultural, and urban uses. In WY 2025, there were 30 days above 90 degrees, which is similar to the historical average, but 19 days fewer than observed in WY 2024. In WY 2025, there were 13 days above 95 degrees, which is the same as the historical average. WY 2025 temperatures align with historical averages; however, temperatures are trending upwards.

Total water use in the Napa Valley Subbasin in WY 2025 is estimated to have been approximately 41,493 acre-feet (similar to WY 2024 at 41,560 acre-feet), including uses by agriculture, cities, small public water systems, individual well users, groundwater dependent ecosystems (GDEs), and other native vegetation. This is within the range of total annual water use documented since 1988, which has varied between approximately 38,000 and 47,000 acre-feet per year.

The amount of groundwater pumping in WY 2025 was similar to WY 2024. Groundwater extraction by wells totaled approximately 16,580 acre-feet in WY 2025, representing 40 percent of total water use. The highest level of pumping was in 2021 (22,750 acre-feet) and the second highest year of groundwater pumping was in 2020, when 19,570 acre-feet of groundwater was used. WY 2025 estimated extraction is higher than the sustainable yield of 15,000 acre-feet for the Subbasin. Direct uptake of groundwater by GDEs, native vegetation, and managed wetlands accounted for another 22 percent (approximately 9,030 acre-feet) of total

water use. The percentage distribution of water use falls within the observed range for the Subbasin.

In WY 2025, the Minimum Thresholds for the following Sustainability Indicators were exceeded:

1. Chronic groundwater level decline;
2. Reduction in groundwater storage;
3. Depletion of interconnected surface water.

There was substantial groundwater level recovery in the majority of the Subbasin's representative monitoring site wells in WY 2023. Groundwater elevations in WY 2024 slightly declined after the recovery in WY 2023. Groundwater elevations in WY 2025 remained similar to WY 2024. Two wells located in the Northeast Napa Management Area exceeded the Minimum Threshold for chronic groundwater level decline. The Northeast Napa Management Area is located east of the Napa River and west of the Milliken-Sarco-Tulucay area in the southeast part of the Subbasin. Water level recovery in the Northeast Napa Management Area generally does not respond as quickly as the rest of the Subbasin. Factors contributing to the ongoing groundwater decline in the deeper portion of the aquifer system in this area include:

- the thin alluvium
- the presence of low permeability volcanic rocks from which groundwater is produced in this area,
- local faults,
- delayed recharge and groundwater level recovery due to the low permeability volcanic rocks, and
- more pumping than can be supported by recharge to this area.

All representative monitoring wells co-located at five stream monitoring sites to assess groundwater levels relative to interconnected surface water did not exceed Minimum Thresholds. However, modeled results for the rate of depletion of interconnected surface water exceeded interim Minimum Thresholds at the Napa River at Oak Knoll and the Napa River at Pope Street gaging stations. The streamflow depletion is measured as a volume of depletion over the period from June through October. The stream depletion at the Napa River at Oak Knoll station was modeled as 3,650 acre-feet, approximately 430 acre-feet above the interim Minimum Threshold. The stream depletion at the Napa River at Pope Street was modeled as 1,500 acre-feet, approximately 110 acre-feet above the interim Minimum Threshold. This is the third interim Minimum Threshold exceedance at the Napa River at Oak Knoll gage, which by definition constitutes an interim Undesirable Result. Investigations into the cause of exceedances showed a complex interaction of many factors, including the higher streamflows in June and July at both stations, similar groundwater conditions observed in both WY 2024 and WY 2025, and the substantially higher direct groundwater uptake of vines and native vegetation.

Implementation of the Interconnected Surface Water (ISW) and Groundwater Dependent Ecosystems (GDEs) Workplan (March 2024) along with additional groundwater levels measured at 28 new dedicated monitoring wells and wet-dry river reach mapping in the vicinity of the six intensive survey sites lend insights to the sustainable management criteria for interconnected surface water. The GSP regulations for depletion of interconnected surface water (California Code of Regulations §354.28 (c)(6)) require the minimum threshold to be the "rate or volume of depletions caused by groundwater use that has adverse impacts on beneficial uses of surface water and may lead to undesirable results." An important complement to this definition, which is not expressly in the GSP regulations but is being implemented as part of the Napa Valley Subbasin ISW and GDEs Workplan, are the actual surface water flows and the effect of depletion on the functional flows needed to

support the health of GDEs. The factors contributing to streamflow depletion in WY 2025 will be further discussed during the presentation.

Because the 7-year average of annual groundwater extraction has exceeded the estimated sustainable yield of 15,000 acre-feet/year for the Napa Valley Subbasin, an Undesirable Result occurred for the Sustainability Indicator for reduction in groundwater storage for WY 2025. Groundwater extractions in 6 of the past 7 years have exceeded the sustainable yield, and as expected the 7-year average exceeded the sustainable yield.

Although groundwater levels in the main part of the Subbasin were mostly above the minimum threshold in WY 2025, achieving the sustainability goal at least by 2042 involves protecting and enhancing conditions and achieving measurable objectives, especially for interconnected surface water. Factors to be considered during GSP implementation include PMAs that augment recharge, reduce pumping, and help mitigate climate-related effects on reduction in groundwater storage such as occurred during WYs 2020 through 2022.

Groundwater storage change refers to the difference in the amount of water stored in the aquifer over time and reflects gains from recharge and losses from pumping and natural discharge. The change in the amount of water stored in the aquifer is reported using two separate methods. The first method analyzes seasonal high groundwater levels at wells throughout the Subbasin in spring within the principal aquifer, where the year-to-year (spring-to-spring) change is used to calculate the change in groundwater storage as required by SGMA regulations §356.2(b)(5). These measurements are typically conducted in March. The second method utilizes the NVIHM to calculate the change in storage for the period from October 1, 2024 to September 30, 2025. The second method takes into account factors such as subsurface inflow and stream depletion related to pumping influence. Whereas, the first method typically mutes the effects of these factors on the condition of the groundwater basin following the winter to early spring period when groundwater basins typically exhibit groundwater level recovery. In WY 2025, the change in groundwater storage of 580 acre-feet remained steady across most of the basin; this represents a slight increase in groundwater storage relative to WY 2024 based on spring-to-spring groundwater level measurements as required by SGMA regulations §356.2(b)(5).

As described in the GSP, once Minimum Thresholds and/or Undesirable Results have been exceeded, the GSA should assess the causal factors resulting in the exceedance(s) (Table 1). This analysis is critical to ensure careful consideration of groundwater conditions. The factors contributing to the exceedances have highlighted other important considerations such as the need for an understanding of the relationships between surface water flows and the effects of pumping on streamflow depletion and the functional flows needed to support healthy GDEs. Additional analyses pertaining to ecologic and streamflow relationships will be included in the upcoming Periodic Evaluation due to DWR in January 2027.

GSP Implementation Progress

Implementation of GSP elements, including Projects and Management Actions, is intended to avoid Undesirable Results and achieve the Subbasin sustainability goal by 2042, as required by SGMA. The GSP adopted in January 2022 describes PMAs (Napa Subbasin GSP Section 11) along with actions developed to support sustainable groundwater management. The purpose of the Annual Report is to provide updates to each PMA that is being implemented. A full assessment of how each PMA is performing will be conducted during preparation of the Periodic Evaluation, which is due in January 2027. The Annual Report Section 7 includes a description of all PMA progress.

GSP implementation activities completed prior to and/or during WY 2025 through Spring 2026 include efforts related to the following GSP PMAs and other supplemental actions (see Annual Report Section 7 for additional

details):

- GSP Project #1 (P1): Managed Aquifer Recharge
  - Evaluate recharge feasibility scenarios, assess economic feasibility relative to potential benefit, and prepare technical memorandum; explore the opportunity for NCGSA to apply for a 5-year temporary recharge permit.
- GSP Project #2 (P2): Expansion of Recycled Water Use
  - Coordinate with the City of St. Helena regarding the City's opportunities for potential in-lieu use of recycled water and/or direct recharge of recycled water.
- GSP Management Action #1 (MA1): Water Conservation (Vineyards, Wineries, and Other Water Users)
  - Continue implementation of water conservation activities related to the Napa County Water Conservation Workplan - A Guide for Vineyards, Wineries, and Other Water Users (March 2024).
- GSP Management Action #2 (MA2): Groundwater Pumping Reductions
  - Continue implementation of activities related to the Groundwater Pumping Reduction Workplan: Napa Valley Subbasin (March 2024); implement Napa Water Certification Partnership pilot concept; prepare Subbasin Vineyard Replant Extension concept, which is a voluntary initiative currently under development that, if implemented, could achieve groundwater pumping reduction by incentivizing landowners to delay vineyard replanting cycles.
- GSP Management Action #3 (MA3)
  - Release the Public Draft Water Availability Analysis Guidance Document and accompanying Technical Report for public review and comment (posted March 2026); periodic updates to countywide well inventory.
- GSP Section 6 to Address Data Gaps
  - Continue activities described in the ISW and GDEs Workplan, including monitoring of physical and biological characteristics at six intensive survey sites; installation of surface water monitoring facilities at five sites under the DWR California Stream gage Improvement Project (CalSIP) (in progress); installed two monitoring wells in Calistoga area for groundwater and interconnected surface water monitoring.
- Integrated Hydrologic Modeling
  - Refine NVIHM, including incorporation of soil moisture storage and utilization within the water supply and demand model framework; refine crop coefficients and evapotranspiration (ET) estimates based on locally measured and remotely sensed ET estimates; refine the upper watershed modeling platform; refine the distribution of groundwater pumping within water balance regions based on the County's updated well inventory; other updates have included utilization of stream channel geomorphology to better reflect real-world conditions; continue coordination with State Water Resources Control Board on model development for Napa River Watershed and the State's evaluation of streamflow diversions.

Requested Action:

Receive a presentation on the implementation of the Groundwater Sustainability Plan including the Annual Report for Water Year 2025, increased monitoring and outreach activities.

Procedural Requirements:

1. Staff report.
2. Public comment.
3. Motion on the item, second, and discussion of the motion.
4. Vote on the motion.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Additional Information:	Strategic Initiative: Champion Environmental Sustainability and Resilience

ENVIRONMENTAL IMPACT

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