Napa County

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

Agenda - Final

Tuesday, December 9, 2025
9:00 AM

Board of Supervisors Chambers
1195 Third Street, Third Floor

Board of Supervisors

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

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

https://www.napacounty.gov/

GENERAL INFORMATION

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

ON A MATTER ON THE AGENDA

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

ON A MATTER NOT ON THE AGENDA

Public comment is an opportunity for members of the public to speak on items that are not on the agenda but are within the subject matter jurisdiction of Napa County and its related districts and agencies. Public comment is limited to three minutes per speaker, subject to the discretion of the Chair. Comments should be brief and focused, and speakers should be respectful of one another who may have different opinions. The Board is here to listen to everyone who wishes to address them, but everyone has the responsibility to act in a civil manner. Please remember this meeting is being recorded and broadcast on live television. The County will not tolerate profanity, hate speech, abusive language, or threats. Also, while public input is appreciated, the Brown Act prohibits the Board from taking any action today on matters raised during public comment.

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

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

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

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

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

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

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

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

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

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

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

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PET OF THE WEEK

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

4. CONSENT CALENDAR

Agricultural Commissioner

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

Attachments: Agreement

Auditor-Controller

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

Attachments: Report

Clerk of the Board

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

Attachments: November 18, 2025
November 25, 2025

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

Attachments: Todd Walker Application
Letter of Recommendation

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

Attachments: Mary G. Palmer Application
John Pearson Application
Devereaux Smith Application
Dan J. Woodard Application
Jay Kouba Application
Karen F. Lustig Application
Robin S. McKee-Cant Application
Carol Whichard Application
Marianne Galvin Application

Corrections

F. Approve and authorize Amendment No. 3 to Agreement 210302B with Peterson Mechanical, Inc. to update the scope of work to add the Jail as a service location and to increase the maximum compensation from $281,100 to $305,485 for routine heating, ventilation, air conditioning maintenance services. (Fiscal Impact: $24,385 Expense; General Fund; Budgeted; Discretionary) **25-1931**

Attachments: Agreement

County Counsel

G. Approve recently amended conflict of interest code for the Napa County Groundwater Sustainability Agency. (No Fiscal Impact) **25-1965**

Attachments: GSA Amended COIC Resolution

County Executive Office

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

Attachments: Pension Trust IPS - Redlined
Pension Trust IPS - Clean
OPEB Trust IPS - Redlined
OPEB Trust IPS - Clean
Actuarial Report

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

County Fire Department

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

Attachments: Agreement

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

Attachments: Agreement

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

Attachments: Agreement

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

Housing & Community Services

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

Attachments: Agreement

Human Resources – Division of CEO's Office

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

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

Attachments: Resolution

Planning, Building and Environmental Services (PBES)

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

Attachments: Resolution

Public Works

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

Attachments: Bid Results
Budget Summary

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

Attachments: Surplus List

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

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

Attachments: Agreement
Budget Summary

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

Attachments: Budget Summary

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

Attachments: Budget Summary

X. Approve a report of emergency Public Works actions on projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) **25-1927**
[4/5 vote required]

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

Attachments: Report

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

Attachments: Resolution
Measure U Five-Year List - Clean
Measure U Five -Year List - Redlined

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

Attachments: Agreement

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

Recorder/County Clerk

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

Attachments: Agreement

Sheriff

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

Attachments: Resolution

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

Attachments: Agreement

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

Attachments: Agreement

5. PUBLIC COMMENT
For all matters not listed on the agenda but within the jurisdiction of the Board of Supervisors and Special Districts. (see page 1)

6. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

7. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

8. ADMINISTRATIVE ITEMS

County Counsel

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

Attachments: Agreement
Resolution

Planning, Building and Environmental Services (PBES)

B. Receive a presentation on the status of the Watershed Information and Conservation Council, direct Staff to re-envision the role of the WICC and return with recommendations for discussion and direction. (No Fiscal Impact) **25-1847**

Public Works

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

9. PUBLIC HEARINGS

Napa County Groundwater Sustainability Agency

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

Attachments: Resolution
Fee Study
Rate Summary

Planning, Building and Environmental Services (PBES)

B. Introduction and consideration to adopt an Ordinance accepting the 2025 California Building Standards Code as approved by the California Building Standards Commission, including the amendment of various chapters of Title 15 of the Napa County Code; and the adoption of a Resolution of Findings supporting the local amendments. (No Fiscal Impact) **25-1568**

Attachments: Ordinance - Clean
Ordinance - Redlined
Resolution

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

Attachments: Ordinance - Redline
Ordinance - Clean

10. CLOSED SESSION

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

11. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, DECEMBER 16, 2026 AT 9:00 A.M.

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, DECEMBER 5, 2025 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-242

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Pet of the Week

RECOMMENDATION

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

Napa County

Board Agenda Letter

1195 THIRD STREET
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1969

TO: Board of Supervisors

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

REPORT BY: Jaspreet Faller - Staff Services Analyst

SUBJECT: MOU for Napa County Weed Management Area

RECOMMENDATION

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

BACKGROUND

Memorandum of Understanding (MOU) No. 8704 will reestablish a Napa Weed Management Area (NWMA) pursuant to California Food and Agricultural Code, Section 7272(b) for the purpose of coordinating and combining their actions and expertise to deal with common weed control problems.

On March 21, 2006, a Weed Management Area (WMA) was originally established to facilitate coordinated invasive pest management throughout the County. Despite strong initial outlines and clearly defined objectives, the group gradually became inactive. Limited member participation and an overall lack of sustained focus contributed to the decline of the WMA.

Recently, the Napa County Resource Conservation District (RCD) applied for a grant through the California Department of Food and Agriculture (CDFA) to establish, develop and maintain WMAs. NWMA will serve as a collaborative framework for local agencies, landowners and community partners to identify priority species, implement strategic management practices, share resources effectively and provide outreach and education to the community.

Members will be able to support public outreach, education and on the ground weed control activities. The NWMA will strengthen community engagement, increase awareness of invasive species impacts, and expand the capacity of Members to carry out targeted monitoring efforts.

Requested Action:

Approve and authorize Memorandum of Understanding No. 8704 with Napa County Resource Conservation District and other Members to reestablish a Napa Weed Management Area to support weed control activities

and community engagement.

FISCAL IMPACT

Is there a Fiscal Impact?	No
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.

Memorandum of Understanding

Napa Weed Management Area

This Memorandum of Understanding (MOU) is made and entered into by and among the Napa County Resource Conservation District, an independent special district of the State of California, Napa County, a political subdivision of the State of California, and all other signatories ("MEMBERS").

I. PURPOSE.

The purpose of this MOU is to reestablish a Napa Weed Management Area (NWMA). The MEMBERS desire to work together within the scope of their respective authorities toward a common goal of excluding, detecting, eradicating, and suppressing noxious weeds and invasive exotic plants in Napa County using an integrated approach. The MEMBERS agree that achieving this goal requires collaborative planning and action by the public, private, and non-profit sectors. The MEMBERS commit to working towards this goal by coordinating efforts to advance knowledge and skills, implement good land stewardship practices, and raise public awareness of invasive plants and their impact on local ecosystems and the economy. The MEMBERS will develop a Strategic Plan to prioritize their goals and guide their actions.

II. AUTHORITY.

MEMBERS are entering into this MOU pursuant to the California Food and Agricultural Code section 7272, subd. (b), which states:

> A "weed management area" is a local organization that brings together all interested landowners, land managers (private, city, county, state, and federal), special districts, and the public in a county or other geographical area for the purpose of coordinating and combining their actions and expertise to deal with their common weed control problems. The organization shall function under the authority of a mutually developed memorandum of understanding and subject to statutory and regulatory requirements. A weed management area may be voluntarily governed by a chairperson or a Steering Committee.

III. RESPONSIBILITIES.

It is mutually agreed and understood by the MEMBERS that:

A. MEMBERS activities will be guided by the principles and methods of integrated pest management (IPM), and will comply with all local, state, and federal laws on the use of pesticides. IPM is a holistic strategy that combines various physical, cultural, chemical, and preventive methods to prevent, contain, control, or eradicate undesirable plant species or groups of species in a manner that is economically and environmentally sound.
B. All decisions will be made by a majority vote and the presence of a quorum. At least 51% of the MEMBERS shall constitute a quorum.
C. MEMBERS will establish a Steering Committee composed of not less than three (3) and no more than five (5) representatives of the MEMBERS. The composition of the Steering Committee will be determined at the first meeting of each even year. In the event of a resignation before the end of their term, MEMBERS may appoint a replacement Steering Committee representative to complete the remainder of the term. The purpose of the Steering Committee will be to:
    i. Manage collaboration tools for communication, document-sharing, and more;
    ii. Plan and facilitate regular meetings;
    iii. Coordinate the development of and any revisions to a Strategic Plan;
    iv. Monitor progress in implementing the Strategic Plan;
    v. Identify one or more MEMBERS to research, prepare applications for, and manage grant funding for projects involving multiple partners; and
    vi. Provide general leadership.
D. MEMBERS will develop, document, and implement a Strategic Plan to prevent the introduction, establishment, and spread of noxious weeds and invasive exotic plants in Napa County.
E. MEMBERS will meet quarterly to report findings and accomplishments and update priorities.
F. Each MEMBER shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this MOU.

G. This MOU may be revised as necessary by the execution of a written amendment signed and dated by a majority of the MEMBERS. At a minimum, this MOU will be reviewed every five (5) years and revised if necessary.

H. Any MEMBER may terminate its participation in this MOU by providing to the Steering Committee 30 days written notice of its intent to withdraw.

I. New MEMBERS may be added to the MOU by a majority of the MEMBERS. To accommodate new MEMBERS the MOU would be revised as described in Section G, above. It is the intent that the NWMA remain open and inclusive of all organizations and individuals who wish to work cooperatively on invasive weed issues. All meetings are open to the public and those who are not MEMBERS may participate and provide input.

J. This MOU may be executed in one or more counterparts, each of which shall be deemed an original.

K. This MOU in no way restricts the involved MEMBERS from participating in similar agreements and/or activities with other public or private agencies, organizations, or individuals.

L. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the MEMBERS to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the MEMBERS and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority.

M. Each MEMBER shall perform its responsibilities and activities described herein as an independent contractor and not as an officer agent, servant, or employee of any of the other MEMBERS hereto. Each MEMBER shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the MEMBERS.

IV. TERM.

This MOU shall be effective upon execution of a Signature Page by a minimum of three (3) MEMBERS and as of the date when the third MEMBER has signed the MOU. This MOU shall remain in effect as long as a minimum of three (3) MEMBERS are participating or until a majority of the members vote to terminate it.

V. INDEMNIFICATION.

Each MEMBER shall defend, indemnify and hold harmless each of the other MEMBERS, their officers, employees, and agents from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions by the indemnifying MEMBERS, their officers, agents, or employees.

VI. GOVERNING LAW.

This MOU is made under and shall be governed by the laws of the State of California.

VII. ENTIRE AGREEMENT.

This agreement is the entire agreement between the MEMBERS. Each MEMBER to this agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any other MEMBER, except as those promises, and agreements contained in it.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

SIGNATURE PAGE

In witness hereof, the parties hereto agree to the terms of this MOU:

Napa County, a Political Subdivision of the State of California

_____

Anne Cottrell, Chair of the Board of Supervisors

Date: _____

Address: _____

Phone: _____

Email: _____

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: November 20, 2025 1060.000 | 2025.3301	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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www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1900

TO: Board of Supervisors

FROM: Tracy Schulze, Auditor-Controller

REPORT BY: Christine Hernandez, Deputy Auditor-Controller

SUBJECT: Quarterly Monitoring Internal Controls Review for Napa County Housing Authority for the Quarter Ended September 30, 2025

RECOMMENDATION

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

BACKGROUND

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

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

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

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

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

- Collecting lodger fees in accordance with the rates and policies approved by the Authority's Board of Directors (currently $18 per day);

- Maintaining complete lodger files, including a signed rental agreement, photo identification, and verification of agricultural employment;
- Managing petty cash funds not exceeding $250 and ensuring all cash receipts are promptly deposited;
- Preparing occupancy and rent reports; and
- Overseeing facility maintenance and repairs.

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

Action Requested: Accept and file the quarterly report for the Napa County Housing Authority for the quarter ended September 30, 2025.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

Napa County Housing Authority
Quarterly Monitoring
Internal Controls Review

For the period of July 1, 2025 to
September 30, 2025

Tracy A. Schulze
Auditor-Controller
Internal Audit Section
November 3, 2025

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Internal Audit Team

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

A Tradition of Stewardship
A Commitment to Service

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Tracy A. Schulze
Auditor-Controller

November 3, 2025

Napa County Housing Authority
Napa, CA

Executive Summary

The Internal Audit section of the Napa County Auditor-Controller's Office (Internal Audit) has completed its quarterly monitoring of the Napa County Housing Authority (Authority) for the quarter ended September 30, 2025.

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

Based on our review, we conclude that the California Human Development Corporation (CHDC) was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter ended September 30, 2025, subject to the observations noted in this report.

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

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

Sincerely,

Tracy A. Schulze
Auditor-Controller

Napa County Housing Authority
Quarterly Monitoring
For the Quarter Ended September 30, 2025

Background and Authority

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

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

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

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

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

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

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

Objective and Scope

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

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

30, 2025. The review focused on determining whether CHDC's management of the three farmworker housing centers was conducted in accordance with applicable Authority policies, contractual requirements, and internal control standards.

Procedures

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

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

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

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

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

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

Napa County Housing Authority
Quarterly Monitoring
For the Quarter Ended September 30, 2025

Observations

Collections & Deposits

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

For the quarter ended September 30, 2025, Internal Audit reviewed 29% of deposits for Calistoga, 35% for River Ranch, and 50% for Mondavi. During testing, a small number of transactions were noted where supporting documentation or clarity could be improved to fully demonstrate compliance with policy. These instances are summarized below for follow-up and clarification.

River Ranch

- **Receipts #022393–022395** were written and voided for Lodger #68 without a noted reason. A subsequent receipt (022398) was issued to Lodger #68. Documenting the reason for voided receipts would help maintain clear audit trails.
- **Receipt #022397** was recorded as a $90 refund for Lodger #70 who departed on August 9, 2025. However, the name printed on the receipt appears as that of Lodger #68 and we could not confirm that Lodger #70 received the refund. Clarifying refund documentation would help confirm that refunds are issued to the appropriate lodger.

Mondavi

- **Receipt #167954**, dated September 17, 2025, reflects a $234 refund to Lodger #24. The lodger's name was handwritten by the Center Manager, but supporting documentation confirming receipt of the refund could not be located.
- **Receipt #167816** was written for **$270**, but recorded on the deposit as **$278**, resulting in an $8 variance on the August 8, 2025 deposit.
- **Receipt #167897**, dated September 1, 2025, reflects a one-night charge for Lodger #07 at **$17**, rather than the updated **$18** daily rate effective July 1, 2025. The deposit of **September 10, 2025** included an additional $1 "true-up" related to Receipt #167897; however, a corresponding receipt for Lodger #07 could not be located.

Conclusion and Recommendations

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

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

Recommended Solutions:

- To improve transparency around refunds, lodgers should be asked to initial the receipt in their own hand at the time of refund. Signatures from another lodger or the Center Manager are not sufficient to confirm payment.

- In cases where a refund is collected on behalf of another lodger, written authorization should be obtained and attached to the corresponding receipt for the record.

- Similarly, voided receipts should always include a brief written explanation, particularly when multiple receipts are issued for the same lodger or for similar amounts, to maintain clear audit trails and support accountability.

Going forward, Internal Audit will expand its sampling procedures to include a broader review of deposits and receipts each quarter, with a particular focus on refunds and voided transactions, to continue supporting consistent practices and accurate reporting.

Napa County Housing Authority
Quarterly Monitoring
For the Quarter Ended September 30, 2025

Exhibit A

Accounts Receivable Schedule

Category	Amounts
Lodgers, departed for at least 18 months	
Total Recommneded A/R Write-Offs	**$ 1,120**
Lodgers, departed less than 18 months	1,953
Lodgers, current delinquent tenants with at least $540 balance due	1,692
Lodgers, current tenants with less than $540 balance due	5,363
Total Accounts Receivable	**$ 10,128**

Recommended Accounts Receivable Write-offs

(Lodgers, departed for at least 18 months)

Center	Lodger Count	Amounts
River Ranch	1	$ 16
Mondavi	3	704
Calistoga	2	400
Total Recommended A/R Write-offs	**6**	**$ 1,120**

Napa County Housing Authority
Quarterly Monitoring
For the Quarter Ended September 30, 2025

Exhibit B

Prepaid Schedule

Category	Amounts
Lodgers, departed for at least 18 months	
Total Recommended Prepaid Write-Offs	**$ 176**
Lodgers, departed less than 18 months	149
Lodgers, current tenants with prepaid balances	12,870
Total Prepaids	**$ 13,195**

Recommended Prepaid Write-offs

(Lodgers, departed for at least 18 months)

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

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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-102

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 November 18, 2025 and November 25, 2025 regular meetings. (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, November 18, 2025 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Napa Valley Grapegrowers Communications Director Chloe Tyer led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) **25-241**

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

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

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

A. Presentation of a Proclamation recognizing November 2025 as "National Adoption Awareness Month" in Napa County. (No Fiscal Impact) **25-1838**

Chair Anne Cottrell presented the proclamation.

Health and Human Services Agency Child Welfare Services Social Worker Supervisor Lauren Harris accepted the proclamation and made presentation.

5. CONSENT CALENDAR

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

Auditor-Controller

A. Accept and instruct the Clerk of the Board to file the Annual Report in accordance with SB 165 for Fiscal Year 2024-25 on financial activity of Community Facilities District 2012-1 Milliken-Sarco-Tulocay (MST). (No Fiscal Impact) **25-1816**

Clerk of the Board

B. Approval of minutes from the October 21, 2025 regular meeting and October 27, 2025 special meeting. (No Fiscal Impact) **25-100**

C. Approve the 2026 Board of Supervisors meeting calendar. (No Fiscal Impact) **25-1837**

County Counsel

D. Approve and authorize Amendment No. 3 to Agreement No. 200114B with the law firm of Paris Kincaid & Wasiewski, LLP, exercising the biannual renewals provision through June 30, 2026. (Fiscal Impact: $60,000 Expense; General Fund; Budgeted; Discretionary) [4/5 vote required] **25-1849**

Enactment No: **A-200114B Amend. 3**

County Executive Office

E. Approve and authorize Amendment No. 2 to Agreement 220095B with Visit Napa Valley to increase the cost $425,000 over three years through June 30, 2028 for administration of The Napa Valley Standard Food and Wine Festival; and approve a Budget Amendment to increase appropriations by $100,000. (Fiscal Impact: $425,000 Expense; Napa Valley Tourism Improvement District-Unincorporated Fund; Not Budgeted; Discretionary) **25-1715**
[4/5 vote required]
Enactment No: A-220095B Amend. 2

F. Accept the Williams Monitoring Report provided by the Napa County Superintendent of Schools. (No Fiscal Impact) **25-1760**

G. Adopt a Resolution terminating the state of local emergency due to the Pickett Fire that affected the area of unincorporated parts of Calistoga, Pope Valley, Aetna Springs, and Angwin. (Fiscal Impact Unknown; Mandatory) **25-1827**
Enactment No: R-2025-118

H. Approve and authorize allocation of Board of Supervisors' District 5 community grants funds to the American Canyon High School Theatre Arts program. (Fiscal Impact: $300 Expense; General Fund; Budgeted; Discretionary) **25-1853**

I. Approve and authorize allocation of Board of Supervisors' funds for non-profit support and community engagement events in Supervisorial Districts 1, 3, and 5 during the week of December 7, 2025. (Fiscal Impact: $3,000 Expense; Budgeted; General Fund; Discretionary) **25-1917**

County Fire Department

J. Approve and authorize Agreement No. 260193B with Peraton, Inc. to provide Computer Aided Dispatch services between the Napa County Fire/CAL FIRE LNU Peraton Altaris CAD and the City of Napa Central Square Hub CAD; approve purchase of capital assets; waive competitive bidding requirements and provide a sole source award due to technical compatibility requirements; and approve a Budget Amendment to increase Fire Operations appropriations by $217,000 for the first year of the Agreement. (Fiscal Impact: $285,000 Expense; Fire Fund; Not Budgeted; Discretionary) **25-1805**
[4/5 vote required]
Enactment No: A-260193B

K. Approve and authorize a Certificate of Acceptance for an Emergency Access Easement Deed with the Napa County Land Trust to allow for right of ingress and egress on Assessor's Parcel Nos. 025-030-018 and 025-030-019. (No Fiscal Impact; Discretionary) **25-1809**

L. Approve and authorize Amendment No 1. to Agreement No. 240236B for the Site Use Agreements for the Dry-Creek Lokoya Volunteer Fire Department, a not-for-profit organization, for use of fire station facilities by the Napa County Fire Department. (No Fiscal Impact) **25-1813**

Enactment No: **A-240236B Amend. 1**

District Attorney

M. Approve out-of-state travel for Allison Haley, District Attorney, to Atlanta, Georgia from December 7 - 11, 2025 to attend Strategies for Instructional Excellence. (Fiscal Impact: $3,700 Expense; General Fund; Budgeted; Discretionary) **25-1630**

Health and Human Services Agency

N. Approve and authorize Revenue Agreement No. 260174B with the California Department of Public Health for Fiscal Year 2025-2026 for a maximum of $300,000 to fund the California Tobacco Prevention Program. (Fiscal Impact: $300,000 Revenue; Health and Human Services Agency Fund; Budgeted; Mandatory) **25-1740**

Enactment No: **A-260174B**

O. Terminate Agreement No. 190321B and approve and authorize Agreement No. 260173B with Community Resources for Children for Fiscal Year 2025-2026, and each subsequent automatic renewal, for a contract maximum of $148,375 per fiscal year to administer the Emergency Child Care Bridge Program. (Fiscal Impact: $148,375 Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) **25-1850**

Enactment No: **A-260173B**

P. Adopt a Resolution authorizing Director of Health and Human Services Agency to execute the formal application and program documents related to the Behavioral Health Continuum Infrastructure Program Round 2: Unmet Needs Program pursuant to the Behavioral Health Infrastructure Bond Act of 2024. (Fiscal Impact: $4,711,294 Revenue; Health and Human Services Agency Fund; Not Budgeted; Discretionary) **25-1865**

Enactment No: **R-2025-119**

Housing & Community Services

Q. Adopt a Resolution reserving Two Million Dollars ($2,000,000) of Affordable Housing Funds to assist Community Real Estate Fund LLC with the development of 40 low-income affordable first-time home-ownership housing units; and approve a related Budget Amendment. (Fiscal Impact: $2,000,000 Expense; Affordable Housing Fund; Not Budgeted; Discretionary) **25-1886**
[4/5 vote required]
Enactment No: R-2025-120

Human Resources – Division of CEO's Office

R. Adopt a Resolution to amend the Departmental Allocation List for the Auditor-Controller's Office, effective November 22, 2025. (Fiscal Impact: Minimal Expense; General Fund; Budgeted; Discretionary) **25-1812**
Enactment No: R-2025-121

Information Technology Services – Division of CEO's Office

S. Approve and authorize Agreement No. 260200B with AMS.NET for the purchase of 75 CUBE licenses with a 58-month term and an annual cost of $1,791. (Fiscal Impact: $1,791 Expense; Information Technology Services Fund; Budgeted; Discretionary) **25-1745**
Enactment No: A-260200B

T. 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 of personal property by donating them to Computers for Classrooms. (No Fiscal Impact) **25-1768**
Library

U. Approve and authorize Agreement No. 260226B and establish a new Division within the Napa County Library Fund to administer the Napa County Law Library; approve the transfer of the balance of funds currently in the Agency Fund to the Library Fund; and approve a Budget Amendment to increase appropriations for the new Division for Fiscal Year 2025-26. (Fiscal Impact: $150,000 Expense; Library Fund; Not Budgeted; Discretionary) **24-1456**
[4/5 vote required]
Enactment No: A-260226B

V. Accept a donation in the amount of $60,000 from the Friends of the Napa Library and sign a letter of appreciation. (Fiscal Impact: $60,000 Revenue; Napa County Library Fund; Budgeted; Discretionary) **25-1791**

W. Adopt a Resolution amending Section 29, Part I of the Napa County Policy Manual with revisions to Napa County Library's Library Use Policy, Community Meeting Room Policy, include AB-1825 California Freedom to Read Act as required by State Law, and updates for consistency and non-substantive changes. (No Fiscal Impact) **25-1819**

Enactment No: **R-2025-122**

X. Authorize closure of the American Canyon Library location for the duration of the American Canyon Library Remodel project anticipated for December 1, 2025 through January 4, 2026. (No Fiscal Impact) **25-1907**

Napa County Groundwater Sustainability Agency

Y. Adopt a Resolution to amend the Napa County Groundwater Sustainability Agency's Conflict of Interest Code. (No Fiscal Impact.) **25-1342**

Enactment No: **R-2025-04 (NCGSA)**

Napa County Housing Authority

Z. Acceptance of donation report for quarter ending September 30, 2025. (Fiscal Impact: $2,712 Revenue; Housing Authority Fund; Budgeted; Discretionary) **25-1802**

Planning, Building and Environmental Services (PBES)

AA. Introduction and intent to adopt the 2025 California Building Standards Code as approved by the California Building Standards Commission, including the amendment of various chapters of Title 15 of the Napa County Code; and notice of a public hearing to be held on December 9, 2025, to consider the adoption of the 2025 Building Standards Code. (No Fiscal Impact) **25-1893**

AB. Approve and authorize Amendment No. 2 to Agreement No. 190093B with LAK Associates LLC to extend the term of the agreement to June 30, 2026 to provide professional planning services for processing Use Permit project applications; and approve a Budget Amendment. (Fiscal Impact: $25,000 Revenue and Expense; General Fund; Not Budgeted; Discretionary) **25-1910**
[4/5 vote required]

Enactment No: **A-190093B Amend. 2**

Probation

AC. Approve and authorize Agreement No. 260160B with Daniel B. Peters, Ph.D, a Psychological Corporation doing business as "Summit Center" to conduct targeted diagnostic evaluations for youth. (Fiscal Impact: $87,000 Expense, General Fund, Budgeted, Discretionary) **25-1810**

Enactment No: **A-260160B**

Public Works

AD. Reject the low bid from Creation Networks, Inc as non-responsive; award a construction contract to the EIDIM Group, Inc. dba EIDIM AV Technology of Fullerton, California in the amount of $154,290 for the "Low Voltage AV South Campus HHSA Conference Rooms Project" PW 24-38; and approve a Budget Amendment. (Fiscal Impact: $70,000 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) **25-1577**
[4/5 vote required]

AE. Approve and authorize Amendment No. 6 to Agreement No. 240200B with Kimley-Horn, with no change to maximum compensation or term, to provide consultant services to revise the plans and environmental studies for the Bale Slough crossing for the Napa Valley Vine Trail segment from Yountville through St. Helena. (No Fiscal Impact) **25-1761**

Enactment No: A-240200 Amend. 6

AF. Approve and authorize Agreement No. 260201B for a contract maximum of $49,584 with ADKO Engineering Inc. for the 2026 Annual Guardrail Repair Project, RDS 26-12. (Fiscal Impact: $49,584 Expense; SB1 Fund; Budgeted; Discretionary) **25-1823**

Enactment No: A-260201B

AG. Approve and authorize an Easement Deed in favor of Pacific Gas and Electric Company for the installation and maintenance of new underground electrical line leading to and into Atlantic Aviation, LLC's leased premises on airport property and find, pursuant to Government Code 25526.6, that the easement is in the public interest and will not substantially conflict or interfere with the County's use of the property. (No Fiscal Impact) **25-1825**

AH. Approve and authorize Agreement No. 8703 with Napa Valley Land Company, LLC, to conduct environmental studies, site investigation and due diligence, prepare environmental documents, and enter into negotiations for a long-term agreement for development and operation of resort concessions at the Monticello Shores resort area; and approve and authorize Agreement No. 260224B with Spanish Flat Campground Inc. for the continued operation of the Spanish Flat resort area. (Fiscal Impact: $20,000 Revenue; Lake Berryessa Concessions Fund; Budgeted; Discretionary) **25-1844**

Item pulled for discussion. See Item No. 8.

Enactment No: A-8703; A-260224B

AI. Approve the Plans and Specifications for the "Behavioral Health Treatment Center and 555 Gateway Drive Improvements Project" PW 26-100; and authorization to advertise for sealed bids and opening of the bids at a time, date, and locations to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **25-1845**

AJ. Approve and authorize the creation of Capital Improvement Project 26016, "Runway 24 End Lighting Replacement Project" PW 26-14 and an associated Budget Amendment for the emergency replacement of Runway 24 end threshold lighting. (Fiscal Impact $150,100 Expense; Airport Fund; Not Budgeted; Discretionary) **25-1863**
[4/5 vote required]

AK. Adopt a Resolution to amend the Airport Advisory Commission Bylaws, effective immediately. (No Fiscal Impact) **25-1867**

Enactment No: **R-2025-123**

AL. Authorize the Auditor-Controller to pay the final invoice from the California Department of Transportation for staff time spent on the Napa Valley Vine Trail - Yountville through St. Helena Project in the amount of $148,713.94 from FY 2024 and FY 2025. (Fiscal Impact: $148,713.94; Capital Improvement Fund; Budgeted; Mandatory) **25-1883**

AM. Approve and authorize creation of Capital Improvement Project 26017, "Airport Terminal Redevelopment Phase 2 Project," PW26-10; and approve a Budget Amendment. (Fiscal impact: $277,300 Expense; Airport CIP Fund; Not Budgeted; Discretionary) **25-1884**
[4/5 vote required]

AN. Approve a report of emergency Public Works actions on projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) **25-1887**
[4/5 vote required]

AO. Approve and authorize the Director of Public Works to execute Contract Change Order No. 4, Part 4B to Agreement No. 250437B with Valentine Corporation to resurface the intersection of Chiles Pope Valley Road and Lower Chiles Valley Road, to increase the maximum compensation from $832,260 to $920,212 for the Chiles Pope Valley Road MPM 3.63 Project 23006. (Fiscal Impact: $87,952 Expense; SB-1 Fund; Budgeted; Discretionary) **25-1902**

Sheriff

AP. Adopt a Resolution terminating the proclamation of a state of local health emergency due to the 2025 Pickett Fire. (Fiscal Impact: Unknown; Mandatory) **25-1828**

Enactment No: **R-2025-124**

6. PUBLIC COMMENT

None

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Belia Ramos reported on meeting with colleagues at Metropolitan Transportation Committee (MTC) to discuss the transit-oriented communities strategies and implementation of grant dollars. She also stated that December 18, 2025 at 5:00pm is the deadline for comments on the Planned Bay Area 2050+ Environmental Impact Report (EIR). The Solano County express lanes will begin tolling on December 7, 2025. She encouraged staff to purchase a Fastrak Flex Toll Tag or risk being fined for utilization of the express lanes. Supervisor Ramos also mentioned a collaborative Listening Session with Vice-Chair Amber Manfree at Alta Heights Elementary School on November 19, 2025 at 6:00pm regarding jet traffic noise in relation to the Napa County Airport. Also, there will be a Holiday Open House event at the American Canyon City Hall on December 10, 2025 at 5:30pm. Prior to the Open House there will be an art competition and scholarship award ceremony at 4:30pm. Lastly, Supervisor Ramos thanked Director of Health and Human Services Agency Jennifer Yasumoto for herefforts addressing food insecurity during the federal government shutdown.

Supervisor Joelle Gallagher provided an update from the Bay Area Air Quality Management District (BAAQMD) a concept paper was released referencing potential amendments to rule 9.6. She urged the Board to be aware of incoming public comments and noted the public comment will be open until November 24, 2025 on the Rural Development page of the BAAQMD website. Also, in early October the BAAQMD made additional changes to the fee relief for prescribed burns. She provided thanks to a variety of parties including Community Organizations Active in Disaster (COAD), Roberto Suarez, Winston's Cafe and Bakery and updated staff on the second community meeting in Carneros for the Carneros Community Wildfire Prevention Plan.

Vice-Chair Amber Manfree reported on continuing to advocate for funding for the transit and community at MTC, the upcoming Listening Session at Alta Heights Elementary School with Supervisor Belia Ramos, her attendance at the Commission on Aging meeting as well as a trip to the Napa River to sample fish with her old lab crew from University of California Davis. Vice-Chair Manfree informed staff of two upcoming virtual workshops for the Baseline Data Report with one taking place on Wednesday, November 19, 2025 at 6:00pm and the other on Thursday, November 20, 2025 at 12:00pm. She encouraged the public to provide input towards the General Plan. Also taking place on November 19, 2025 will be a community meeting for the Napa Berryessa Resort Improvement District (NBRID) special tax which will help fund the water source. Wednesday, November 19, 2025 is Geographic Information Systems (GIS) day and the County will be hosting an event at the Napa County Library from 12:00pm to 4:00pm. The California State Association of Counties (CSAC) meeting will be taking place from December 1, 2025 through December 5, 2025. Taking place, the following day Napa will be having its Holiday Parade.

Supervisor Liz Alessio reported on attending the Love of the Land event sponsored by the Napa County Farm Bureau. She congratulated the COAD on their Community Connections Launch Event that took place on Sunday, November 16, 2025. She provided thanks to Director of Health and Human Services Jennifer Yasumoto, Arick Housley and his wife and reported on attending his book launch. Supervisor Alessio discussed the Behavioral Health Board Question, Persuade, Prefer (QPR) training and urged the public to look into the resources as it aids in suicide prevention.

Chair Anne Cottrell reported on the NBRID meeting on Tuesday, November 18, 2025 with Vice-Chair Amber Manfree and urged the public to attend. Chair Cottrell will be hosting a community meeting at the Pope Valley Farm Center to discuss fire mitigation efforts and opportunities for the public to get involved through their local Firesafe Council and local Fire Stations. The Calistoga Tractor Parade will take place on December 6, 2025 in Calistoga and on December 11, 2025 the Chair will be holding her third annual District 3 Holiday Open House and Food Drive event at the Calistoga branch of the Napa County Library. She echoed the congratulations towards Roberto Suarez and her meeting with the staff of California State Assembly Member Robert Rivas who is championing farm worker housing. Lastly, Chair Cottrell mentioned a Food and Wine Festival taking place in November 2026 in which the funding is provided through the tourism assessment fund via the Napa Valley Tourism Improvement District (NVTID).

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

- 5AH

Director of Public Works Steve Lederer made presentation.

One (1) person spoke during public comment.

Discussion held.

Approve the requested actions.

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

9. ADMINISTRATIVE ITEMS

Planning, Building and Environmental Services (PBES)

A. Receive presentation and provide direction regarding the County's implementation of Assembly Bill 720 (Rogers). (No Fiscal Impact.) **25-1721**

County Executive Office Legislative & Policy Analyst Andrew Mize made presentation.

Director of Planning, Building and Environmental Services Brian D. Bordona made presentation.

Napa County Fire Marshall Jason Downs made presentation.

Fifteen (15) people spoke during public comment.

Discussion held.

Direction provided to staff.

Public Works

B. Receive an update on community aircraft noise concerns; approve and authorize Amendment No. 1 to Agreement No. 220216B with Coffman Associates, Inc., to extend the term to June 30, 2027 and increase the maximum compensation from $80,000 to $300,000 for additional environmental and planning services in part to address aircraft noise concerns; and approve an associated Budget Amendment. (Fiscal Impact $220,000 Expense; Airport Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1836**

Napa County Airport Manager Mark Witsoe made presentation.

Public Works Deputy Director - General Services Leigh Sharp made presentation.

Direction provided to staff.

Motion Text: **Approve the requested actions.**
Voting Yes: **Alessio, Ramos, Gallagher, Manfree, and Cottrell**
Voting No: **None**
Recusals: **None**
Result: **Passed**
Enactment No: **A-220216B Amend. 1**

10. PUBLIC HEARINGS

County Counsel

A. Introduction and intent to adopt an Ordinance of the Napa County Board of Supervisors, State of California, adding Sections 2.10.050, 2.12.030, and 2.48.070 to the Napa County Code relating to the timing of elections for the offices of Assessor-Recorder-County Clerk, Auditor-Controller, and Treasurer-Tax Collector. (No Fiscal Impact) **25-1855**

Chair Anne Cottrell opened the public hearing.

Legislative and Policy Analyst Andrew Mize made presentation.

Deputy County Counsel Ryan Fitzgerald made presentation.

One (1) person spoke during public comment.

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

11. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) **25-1822**
Title: Chief Executive Officer

Closed Session held. No reportable action.

12. ADMINISTRATIVE ITEMS - 2:00 PM

County Executive Office

See Item Information below.

A. Present the 2025 Napa County Employee Recognition Awards. (No Fiscal Impact, Discretionary) **25-1048**

Chief Executive Officer Ryan J. Alsop made presentation.

Supervisor Joelle Gallagher presented the 2025 Excellence in Public Service Award to Library Associate II Mary Jo Canones.

Director of Library Services Anthony Halstead made presentation.

Library Associate II Mary Jo Canones received the award and made presentation.

Supervisor Liz Alessio presented the 2025 Excellence in Public Service Award to Senior Information Systems Specialist Lisa Claudino.

Chief Technology Officer Meg Ragan made presentation.

Information Technology Services Senior Information Systems Specialist Lisa Claudino received the award and made presentation.

Vice-Chair Amber Manfree presented the 2025 Excellence in Public Service Award to Deputy Agricultural Commissioner/Sealer of Weights and Measures Andre Napolitano.

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

Deputy Agricultural Commissioner/Sealer of Weights and Measures Andre Napolitano received the award and made presentation.

Supervisor Belia Ramos presented the 2025 Excellence in Public Service Award to Deputy Auditor-Controller Georgina Panganiban.

Auditor-Controller Tracy Schulze made presentation.

Deputy Auditor-Controller Georgina Panganiban received the award and made presentation.

Chief Executive Officer Ryan J. Alsop presented the 2025 Outstanding Department Head Award to District Attorney Allison Haley.

Assistant District Attorney Paul Gero received the award on behalf of District Attorney Allison Haley and made presentation.

Chief Executive Officer Ryan J. Alsop provided thanks to staff and presented the 2025 CEO Award to Deputy Director of Planning, Building, and Environmental Services Christina Adamson.

Director of Planning, Building, and Environmental Services Brian Bordona made presentation.

Deputy Director of Planning, Building, and Environmental Services Christina Adamson received the award and made presentation.

Chair Anne Cottrell presented the 2025 Chair award to the Napa County Department of Child Support Services.

Director of Child Support Services Douglas Durward received the award and made presentation.

13. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, DECEMBER 9, 2025 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Meeting Minutes

Napa County Board of Supervisors

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

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

https://www.napacounty.gov/

Tuesday, November 25, 2025 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Napa Solano Central Labor Council Member Glenn Loveall led the assembly in the Pledge of Allegiance.

3. CONSENT CALENDAR

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

County Counsel

A. Adopt an Ordinance of the Napa County Board of Supervisors, State of California, adding Sections 2.10.050, 2.12.030, and 2.48.070 to the Napa County Code relating to the timing of elections for the offices of Assessor-Recorder-County Clerk, Auditor-Controller, and Treasurer-Tax Collector. (No Fiscal Impact) **25-1898**

   Enactment No: **O-1515**

4. PUBLIC COMMENT

Thirteen (13) people spoke during public comment.

5. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Gallagher requested providing real simultaneous translation for public commentors during Board meetings.

6. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) **25-1597**
Title: Chief Executive Officer

Closed Session held. No reportable action.

7. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, DECEMBER 9, 2025 AT 9:00 A.M.

NEHA HOSKINS, Clerk of the Board

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1979

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

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 Todd Walker.

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 Todd Walker to Napa County Airport Land Use Commission. (Recommendation letter attached)

Requested Action:

Appoint Todd Walker to Napa County Airport Land Use Commission.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Airport Land Use Commission: Submitted

Category of Membership for Which You Are Applying

General public

Profile

Todd
First Name

Middle Initial

Walker
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Napa
City

CA
State

94558
Postal Code

Which supervisorial district do you reside in? *

☑ District 4

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

[redacted]
Primary Phone

C-line Express	Owner	Retired
Employer	Job Title	Occupation

Education/Experience

BS-business. CSU, Chico Served 23 years on the Napa County Airport Advisory Commission Private pilot single engine, multi engine, instrument rated

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.

Michael Murray [redacted] Hugh Linn. [redacted] John Codiero. [redacted]

Community Participation

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

As a pilot, and having served on the AAC for several years, I believe that I could bring expertise and experience to the commission

Nature of activity and community location

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

Airport Advisory Comission

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)

Todd J Walker

Date

10/16/2025

A Tradition of Stewardship
A Commitment to Service

Airport Land Use Commission

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

Dana Morrison
Executive Officer

November 21, 2025

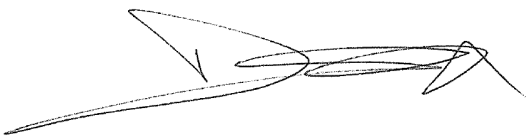
Memo

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

For most of 2025 one of the two aviation expert Commission positions on the Airport Land Use Commission (ALUC) has been vacant. In October 2025 an application was received from Todd Walker 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. Walker's application.

Mr. Walker has served on the Napa County Airport Advisory Commission (AAC) for the past 23 years and as a private pilot qualifies as a person having an "expertise in aviation". 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. Walker's aviation experience and qualifications, ALUC staff recommend Mr. Todd Walker for the appointment to the Napa County Airport Land Use Commission by the Napa County Board of Supervisors.



Dana Morrison
ALUC Executive Officer

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1982

TO: Board of Supervisors

FROM: Neha Hoskins - Clerk of the Board

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

SUBJECT: Reappointments and Appointments to Napa County Commission on Aging

RECOMMENDATION

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

BACKGROUND

There are currently nine (9) openings on the Napa County Commission on Aging due to resignations and term expirations. The County Executive Office advertised the openings and received six reappointment requests Mary G. Palmer, for a sixth term; John Pearson, for a third term; Devereaux Smith, and Dan J. Woodard, both for a second term, Jay Kouba, for a second term; Karen F. Lustig, for a second term, and three new applications from Robin S. McKee-Cant, Carol Whichard, and Marianne Galvin.

The Napa County Commission on Aging was created pursuant to Resolution No. 77-151 adopted on September 13, 1977. It consists of 15 members, one member from each of the five Supervisorial Districts and 10 additional members from among individuals recommended by organizations concerned with older adults. It is desirable that all appointees are over the age of 55, but younger persons would not be excluded. The purpose of the Commission is:

- To assess existing data to identify the presently unmet needs of older adults within the County and to describe alternative methods by which such needs might be met;
- To recommend the initiation of studies or programs oriented to older adults; however, such studies or programs as may be initiated by the County shall not be directly administered by the Commission

except with the prior approval and direction of the Board of Supervisors;

- To act as an advisory body on behalf of the Board of Supervisors in studying, evaluating and recommending "grant" and program proposals affecting the well-being of older adults in the County (the Board of Supervisors anticipated that priority would be given to activities that promote the independence and dignity of individuals and that are directed toward the elimination of any discrimination based upon age);
- To review and offer comment upon pending legislation; and
- To disseminate information to older adults concerning the availability of various activities and services provided within the County on behalf of the elderly.

Resolution 2012-182 amended the Commission on Aging bylaws on December 18, 2012, to include a provision allowing potential new commission members to be recommended for consideration to the Commission by individuals familiar with their qualifications. This resolution also added a provision for the Chair of the Commission to write a letter of recommendation for incumbent Commissioners who seek to be reappointed.

The Commission on Aging recommends the appointment of Robin S. McKee-Cant, representing District 5, Carol Whichard, representing District 1; and Marianne Galvin, representing District 2, to the Napa County Commission on Aging. (Recommendation letters attached)

Requested Actions:

1. Reappoint Mary G. Palmer, John Pearson, Devereaux Smith, and Dan J. Woodard, all four (4) representing Organization Concerned with Older Adults; Jay Kouba, representing District 3; Karen F. Lustig, representing District 4, to the Napa County Commission on Aging with terms of office to commence immediately and expire on September 30, 2027; and
2. accept the recommendation of the Commission on Aging and appoint Robin S. McKee-Cant, representing District 5, Carol Whichard, representing District 1; and Marianne Galvin, representing District 2, to the Napa County Commission on Aging with terms of office to commence immediately and expire on September 30, 2027.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 19, 2025

Mary G. Palmer
[redacted]
Yountville, CA 94599
[redacted]

Re: **Napa County Commission on Aging**

Dear Mary:

You have been a valued member of the **Napa County Commission on Aging** representing Organization Concerned with Older Adults. The term of your position will expire September 30, 2025. If you wish to request reappointment for another 2-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 Commission on Aging** for the term commencing immediately and expiring September 30, 2027.

==========

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

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

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

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

https://www.countyofnapa.org/1420/Committees-Commissions

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

Mary G. Palmer
SIGNATURE

Oct. 30, 2025
DATE

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa Solano Area Agency on Aging Oversight Board: Submitted

Category of Membership for Which You Are Applying

Senior Community Representative

Profile

Mary (First Name) | G (Middle Initial) | Palmer (Last Name)

[redacted] (Email Address)

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

Yountville (City) | CA (State) | 94599 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 3

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

[redacted] (Primary Phone)

n/a	n/a	n/a
Employer	Job Title	Occupation

Education/Experience

BA Dunbarton College of the Holy Cross, Wash., DC M ed Arizona State University, Tempe, AZ
Chairperson, Napa County Commission on Aging Member IHSS Advisory Board

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

Robert L. Pamer, Lawyer

Resume

Palmer_let.docx
Upload a Resume

Palmer_let.docx
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.

Naomi Dreskin-Anderson [redacted] Betty Rhodes [redacted] Celine Regalia [redacted]

Community Participation

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

I am very involved with Napa County senior citizens issues. This Board needs representation from Napa County and I feel like I would be a good fit to represent Napa.

Nature of activity and community location

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

Napa County Commission on Aging Advisory Board, Chairman IHSS Advisory Board, member

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

n/a

Electronic Signature Agreement

I meet the criteria required to serve in this position.

○ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Mary G Palmer

Date

12/8/2021

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 19, 2025

John Pearson
[redacted]
Napa, CA 94558
[redacted]

Re: **Napa County Commission on Aging**

Dear John:

You have been a valued member of the **Napa County Commission on Aging** representing Organization Concerned with Older Adults. The term of your position will expire September 30, 2025. If you wish to request reappointment for another 2-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 Commission on Aging** for the term commencing immediately and expiring September 30, 2027.

==========

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. done

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

https://www.countyofnapa.org/1420/Committees-Commissions

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

John Pearson
SIGNATURE

Sept. 19, 2025
DATE

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

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

Public Records Act

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

Form 700 Conflict of Interest Code
California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa Solano Area Agency on Aging Oversight Board: Submitted

Category of Membership for Which You Are Applying

Member

Profile

John (First Name) | W (Middle Initial) | Pearson (Last Name)

[redacted] (Email Address)

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

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

Which supervisorial district do you reside in? *

☑ District 2

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

[redacted] (Primary Phone)

Retired	Retired	Retired
Employer	Job Title	Occupation

Education/Experience

Stanford University, BA Psychology 1958 Sonoma State University, Organizational Development studies, no degree Napa County Director of Corrections, 1989-1996; 2006-2007 Director Criminal Justice Planning, Napa County, 1975-1989 Volunteer: Napa Youth Soccer League, Board member 1978-1990; president 1982-1990 other posts: Referee Coord., Loyd Wolfe Juvenile Justice Network Treasurer, Key program: Wolfe Center for Adolescent Substance Abuse Napa County Mental Health Board, Chair Foster Kids Fund Chair/Treasurer 2005-current Napa County Grand Jury 2019-20 Collabria Care Adult Day Program volunteer-current

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

Deceased

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.

Nancy Watt, CEO, Gasser Foundation, [redacted] Past Napa County Exec andi Perlman, Owner Napa Emporium (Ret.) town Merchants Assoc. [redacted] Brad Wagenknecht, Memb ty Board of Supervisors [redacted] ene Franchi, Dep. County Executive, [redacted]

Community Participation

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

As I moved on into my 80's, I have been more clear, both personally and in the community generally, the challenges that face the aging population in Napa County. The elderly population is growing, and for many, the basic needs for living are a increasing challenge. Especially when they may have limited resources, and sometimes no family or friends who can help. In my career I have been keenly aware of the need for good, targeted funding to care for those who do not have the resources to adequately meet their needs. The funding that comes through the Area Agency on Aging is critical in managing how it is best used. I am asking for the opportunity to be part of that process. I bring to this process my experience and knowledge obtained as Director of Criminal Justice Planning for Napa County, managing the resources of local non-profits, dealing with the various funding streams for County Mental Health services, and managing a large county budget as Director of Corrections for Napa County.

Nature of activity and community location

See above

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

Executive Secretary for the Napa County Criminal Justice Planning Committee Chair, Mental Health Board, Napa County Napa County Grand Jury 2019-20

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)

John W Pearson

Date

9/18/2025

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 19, 2025

Devereaux Smith
[redacted]
Yountville, CA 94599
[redacted]

Re: **Napa County Commission on Aging**

Dear Devereaux:

You have been a valued member of the **Napa County Commission on Aging** representing Organization Concerned with Older Adults. The term of your position will expire September 30, 2025. If you wish to request reappointment for another 2-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 Commission on Aging** for the term commencing immediately and expiring September 30, 2027.

==========

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

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

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

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

https://www.countyofnapa.org/1420/Committees-Commissions

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

Devereaux Smith
SIGNATURE

10/16/25
DATE

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

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

Public Records Act

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

Form 700 Conflict of Interest Code
California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Commission on Aging: Submitted

Category of Membership for Which You Are Applying

Member of an organization concerned with Napa Valley Seniors

Profile

Devereaux (First Name) | (Middle Initial) | Smith (Last Name)

[redacted] (Email Address)

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

Yountville (City) | CA (State) | 94599 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 3

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

[redacted] (Primary Phone)

Molly's Angels	Executive Director	Senior Support Services, Transportation and Emotional Support
Employer	Job Title	Occupation

Education/Experience

About Devereaux Smith is an experienced fundraising, operations, and communications professional with over 30 years of experience in for-profit and nonprofit institutions. She is a partner in the California-based communications firm, The Kamer Group, headquartered in the Napa Valley. Operations and Real Estate Management Devereaux began her career working as a legal assistant in the challenging REIT market of the early 1980s. Her team worked to transfer properties between multi-state owners and create corporate entities for transferring holdings. Devereaux has a love of operations and facility development. She led a major project to relocate San Francisco's Town School for Boys from its Pacific Heights location to the iconic Palace of Fine Arts. The new location served as an interim site during significant construction at the original campus. Devereaux created the layout and allocated resources to develop a running school for 450 students, faculty, and staff. Public Relations and Communications She was a managing partner in a San Francisco public relations and public affairs firm. She moved on to run her own public relations and operations firm in the luxury goods market. She successfully produced cover stories and high-end placements for Ann Getty House, a museum- quality interior design firm. While focused in the luxury market, she created the launch program for Les Mars Hotel in Healdsburg, California. Nonprofit and Fundraising Devereaux led the development and fundraising team at The Bentley School in Oakland and Lafayette, California. As the Director of Development for four years at the K-12 institution, she directed annual giving, numerous fundraising events, and a capital campaign. She also established the weekly community newsletter and led all communication efforts. She served as the Executive Director of The Charlotte Maxwell Clinic in Oakland, California, which for 30+ years has provided holistic medical care to low-income women with cancer, free of charge. In addition to working with the Board of Directors and community partners, she led the fundraising team for the Clinic, which was funded solely by private donors and foundations. After leaving the Clinic, Devereaux worked independently as the capital campaign consultant for The Cancer Support Community San Francisco Bay Area. Devereaux was the Director of Communications and Development at The Pathway Home, based in Yountville, California, a program serving veterans with PTSD. The organization provided education and reintegration programming. Sadly, that position lasted just a few months before the tragic shooting events of March 9, 2018. Education Devereaux has a Bachelor of Science degree in Political Science from The Ohio State University and a Master's in Public Administration from Golden Gate University. She is also a Master Jam Maker with a Certificate from the Food Craft Institute in Oakland, California. Devereaux has been an avid volunteer during her long career. She has been a Board member at the Susan G. Komen Breast Cancer Foundation, the Bentley School, and To Celebrate Life Breast Cancer Foundation. She is an active Rotarian and believes in the importance of supporting the community.

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

Larry Kamer

Resume

Devereaux_Smith_2024.docx
Upload a Resume

DS_Recommendation_re_Napa_Comm_on_Aging_2024-02-12_093608.pdf
Letter of Recommendation or Supplemental Attachments

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

n/a

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

Bernie Narvaez: [redacted] Susan Ensey: [redacted] Tiffanie Walker: [redacted]

Community Participation

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

As the Executive Director of Molly's Angels of Napa Valley, I see firsthand, every day, the need to amplify and elevate the concerns and challenges of our Seniors. The lack of transportation and social isolation are key areas for collaboration. Connecting with like minded organizations and working together to solve problems and create opportunities would be a wonderful opportunity for Molly's Angels. I am able to contribute experiences and perspectives based on lived experience and the strength of the team at Molly's Angels.

Nature of activity and community location

Molly's Angels of Napa Valley provides transportation to medical, dental, vision and DMV appointments all throughout Napa Valley, from Calistoga to American Canyon. We serve all the local hospitals and medical/dental offices. In addition, we offer a program called Molly's Care Calls, where volunteers and clients are paired for weekly phone calls. Calls service as a check in mechanism for areas where a vulnerable senior might need help, etc. We also host a bi weekly radio program, called "Senior Moments" where guests share topics of interest to older adults throughout the County.

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)

Devereaux Smith

Date

021224

Devereaux Smith, MPA
[redacted]
February, 2024

About
Devereaux Smith is an experienced fundraising, operations, and communications professional with over 30 years of experience in for-profit and nonprofit institutions. She is a partner in the California-based communications firm, The Kamer Group, headquartered in the Napa Valley.

Molly's Angels of Napa Valley
Devereaux serves as the Executive Director of Molly's Angels of Napa Valley. Molly's Angels provides transportation and social emotional services to seniors throughout Napa Valley. She has led the team from two full time employees to four full time employees and four part time employees. Serving as a member of the Napa Valley Transportation Authority Board as a representative of the Paratransit Coordinating Council has offered a critical lens on how to best support the transportation needs of our seniors. With over 1000 clients, Molly's Angels continues to aggressively reach out to the underserved areas of the County.

Operations and Real Estate Management
Devereaux began her career working as a legal assistant in the challenging REIT market of the early 1980s. Her team worked to transfer properties between multi-state owners and create corporate entities for transferring holdings.

Devereaux has a love of operations and facility development. She led a major project to relocate San Francisco's Town School for Boys from its Pacific Heights location to the iconic Palace of Fine Arts. The new location served as an interim site during significant construction at the original campus. Devereaux created the layout and allocated resources to develop a running school for 450 students, faculty, and staff.

Public Relations and Communications
She was a managing partner in a San Francisco public relations and public affairs firm. She moved on to run her own public relations and operations firm in the luxury goods market. She successfully produced cover stories and high-end placements for Ann Getty House, a museum-quality interior design firm. While focused in the luxury market, she created the launch program for Les Mars Hotel in Healdsburg, California.

Nonprofit and Fundraising
Devereaux led the development and fundraising team at The Bentley School in Oakland and Lafayette, California. As the Director of Development for four years at the K-12 institution, she directed annual giving, numerous fundraising events, and a capital campaign. She also established the weekly community newsletter and led all communication efforts.

She served as the Executive Director of The Charlotte Maxwell Clinic in Oakland, California, which for 30+ years has provided holistic medical care to low-income women with cancer, free of charge. In addition to working with the Board of Directors and community partners, she led the fundraising team for the Clinic, which was funded solely by private donors and foundations. After leaving the Clinic, Devereaux worked independently as the capital campaign consultant for The Cancer Support Community San Francisco Bay Area.

(continued)

Devereaux was the Director of Communications and Development at The Pathway Home, based in Yountville, California, a program serving veterans with PTSD. The organization provided education and reintegration programming. Sadly, that position lasted just a few months before the tragic shooting events of March 9, 2018.

Education

Devereaux has a Bachelor of Science degree in Political Science from The Ohio State University and a Master's in Public Administration from Golden Gate University. She is also a Master Jam Maker with a Certificate from the Food Craft Institute in Oakland, California.

//

Giving Back

Devereaux has been an avid volunteer during her long career. She has been a Board member at the Susan G. Komen Breast Cancer Foundation, the Bentley School, and To Celebrate Life Breast Cancer Foundation. She is an active Rotarian and believes in the importance of supporting the community.

MARC C. FRANKENSTEIN
[redacted]
Napa, California 94559
[redacted]

February 8, 2024

To: Ms. Neha Hoskins
Clerk of the Board
Napa County Executive Office
1195 Third Street, Suite 310
Napa, CA 94559
clerkoftheboard@countyofnapa.org

Re: Letter of Recommendation
Devereaux Smith, Applicant
Napa County Commission on Aging

Dear Ms. Hoskins:

This letter is for the purpose of recommending Devereaux Smith to fill a current opening on the Napa County Commission on Aging.

I've learned to appreciate Devereaux professionally and personally since she became Executive Director of Molly's Angels. She attends and is engaged at many meetings of the Commission and thoughtfully participates. Devereaux's intellect and heartfelt desire to "fix the world" are valuable traits for someone I personally hope is soon a member of the Commission on Aging.

Feel free to contact me if you have any questions or need further information.

Kind regards,

Marc C. Frankenstein
Chair, Napa County Commission on Aging

Cc: Devereaux Smith
[redacted]

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 19, 2025

Dan J. Woodard
[redacted]
Napa, CA 94558
[redacted]

Re: **Napa County Commission on Aging**

Dear Dan:

You have been a valued member of the **Napa County Commission on Aging** representing Organization Concerned with Older Adults. The term of your position will expire September 30, 2025. If you wish to request reappointment for another 2-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 Commission on Aging** for the term commencing immediately and expiring September 30, 2027.

= = = =

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 Commission on Aging: Submitted

Category of Membership for Which You Are Applying

At large

Profile

Dan (First Name) | J (Middle Initial) | Woodard (Last Name)

[redacted] (Email Address)

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

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

Which supervisorial district do you reside in? *

- [x] District 2

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

[redacted] (Primary Phone)

Retired	Retired	Consumer Insights
Employer	Job Title	Occupation

Education/Experience

40 plus years working in consumer insights for top consumer package goods companies including Mattel, Clorox, Kraft, Quaker Oats and Coca-Cola. Well versed in marketing and marketing strategy. 2 years on Napa County Civil Grand Jury. BA economics from University of Montana.

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

Margaret Woodard Senior Director Cox Automotive

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.

Jay Kouba [redacted] Margaret Woodard [redacted] Agnes San Pedro [redacted]

Community Participation

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

As a committee lead with the Napa County Civil Grand Jury I was exposed to a number of organizations and county officials working with Napa's elderly population. I was impressed by the focus and dedication of these individuals and felt like it was something I wanted to be a part of. I feel I could contribute by helping communicate the value of the services being provided. My goal would be to help Napa's elderly population feel included and not isolated.

Nature of activity and community location

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

Mount Veeder Fire Safety Council Napa County Civil Grand Jury

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)

Daniel J Woodard

Date

04/24/2024

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 22, 2025

Jay Kouba
[redacted]
St. Helena, CA 94574
[redacted]

Re: **Napa County Commission on Aging**

Dear Jay:

You have been a valued member of the **Napa County Commission on Aging** representing District 3. The term of your position will expire September 30, 2025. If you wish to request reappointment for another 2-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 Commission on Aging** for the term commencing immediately and expiring September 30, 2027.

==========

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

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

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

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

https://www.countyofnapa.org/1420/Committees-Commissions

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

SIGNATURE

10/4/2025
DATE

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

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

Public Records Act

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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 Napa County Commission on Aging: Submitted

Category of Membership for Which You Are Applying

Member

Profile

Jay (First Name) | (Middle Initial) | Kouba (Last Name)

[redacted] (Email Address)

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

SAINT HELENA (City) | CA (State) | 94574 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 3

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

[redacted] (Primary Phone)

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

Education/Experience

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

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

Patricia Kouba, retired

Resume

2023-03_Jay_Kouba_Resume.docx
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.

Mike Wallace [redacted] Dan Woodard [redacted] Marc Frankenstein [redacted]

Community Participation

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

My recent tenure on the Grand Jury allowed me to see the wide variety of issues facing the County and to explore several of them to some depth. I was pleased to observe the strong capabilities and leadership of our County officials and now better appreciate the challenge of their positions. Several times during the year Marc Frankenstein discussed his experience with the Commission on Aging. After a discussion with Marc I decided to attend the May 22nd meeting of the commission. I observed commission members interacting with County employees and representatives of non-profits in a collegial and productive way on challenges facing the senior community. I felt it was a team that had the capability to make a difference. I don't have special skills or experience that I can bring to the effort. I do have experience in thinking systemically about human systems from my career as a business executive and in using that understanding to guide change. I hope to do that as a member of the commission.

Nature of activity and community location

Recently appointed to Measure H Oversight Committee for Saint Helena

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

2022-2023 Napa County Grand Jury

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

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Jay K. Kouba

Date

May 23, 2023

JAY KOUBA

- **Creative Strategic Thinking**. Challenged convention in a $20+ billion global chemicals and polymers enterprise creating options for growth through biotechnology, plastics recycle and sports apparel retailing. Focused industrial biotech start-up on high margin chemical markets years before the venture community shifted their focus from fuels to chemicals.
- **Translation of Science to Business**. Shifted marketing strategy for an R&D services firm from a focus on technology organizations to the competitive pressures facing the businesses. Based on science and executability, restructured plant biotech program leading to field trials in 3 years. Built clean-tech start-up from zero and sold the business to a major chemical company. Founder of two financed industrial biotech companies
- **Organizational Change Leadership**. Led a large organization through a 40% downsizing and simultaneously improved the morale, productivity, accountability and reputation of the organization.
- **Disciplined Decision Processes**. Implemented stage gate project management and portfolio decision processes. Developed measurement systems for strategic alignment, financial reward and portfolio balance.
- **Business Breadth and Leadership.** P&L responsibility for growing business with revenues of $500 million. CEO of public biotech company. Public and private board experience. Extensive network of Cleantech entrepreneurs and venture investors.

EDUCATION

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

EXPERIENCE

SYNATA BIO **2015 to present**
Synata Bio is a private company in Warrenville, IL focused on the biological conversion of synthesis gas to valuable chemical products. The company was created and funded by True North Venture Partners following the acquisition of the assets of Coskata, Inc
Director, TNVP Operating Partner

HYCONIX, INC **2014 to present**
Hyconix is a private company in Warrenville, IL based on the discoveries of Dr. Roy Periana at the Scripps Research Institute. The company is funded by True North Venture Partners and is in development and scale-up.
Director, TNVP Operating Partner

TRELYS, INC. **2012 to 2021**

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

Founder, Director, CEO

SILURIA TECHNOLOGIES **2012 to 2013**

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

Interim CEO and Director from October 2012 to February 2013

GLYCE, INC. **2011 to 2015**

Glyce was a private company in Chicago, Illinois focused on enhancing the performance of commodity polymers using amino acids. Targeted performance enhancements include bio-content, strength, dyeability and biodegradability. The company has secured seed financing but failed to acquire development funding and was dissolved.

Founder, Director, CEO

FIRST GREEN PARTNERS **2011 to 2014**

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

Director

METABOLIX **2006 to 2013**

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

Interim CEO from May 2007 to April 2008

Chairman, Board of Directors, Member Audit & Governance Committees

VIRENT **2006 to 2013**

Virent is a private venture-backed company in Madison, Wisconsin focused on producing liquid fuels and chemicals from bio-based feedstocks using catalysts and chemical processing. The company has a development partnership with Shell and equity ownership by Shell, Cargill and Honda. A demonstration unit has been constructed at their facility in Madison.

Chairman, Board of Directors

TETRAVITAE BIOSCIENCE **2007 to 2011**

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

CEO from 2008 to 2011

Vice Chairman, Board of Directors from 2007 to 2011

SYMYX TECHNOLOGY **2006 to 2007**

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

Vice President, Collaborations Marketing

INNOVENE **2004 to 2005**

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

Senior Vice President, Strategy, Marketing and Technology

Responsible for…

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

BP PETROCHEMICALS **1999 to 2004**

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

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

Responsible for….

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

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

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

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

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

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

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

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

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

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

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

AMOCO CHEMICAL COMPANY **1980 to 1992**

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

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

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

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

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

MARC C. FRANKENSTEIN
1232 Cayetano Dr.
Napa, California 94559
(707) 812-3819

June 2, 2023

To: Ms. Neha Hoskins
Clerk of the Board
County Executive Office
1195 Third Street, Suite 310
Napa, CA. 94559
clerkoftheboard@countyofnapa.org

Re: Letter of Recommendation
Jay Kouba, Applicant
Napa County Commission on Aging

Dear Ms. Hoskins:

This letter is for the purpose of highly recommending Jay Kouba as an applicant to fill a current opening on the Napa County Commission on Aging.

I have grown to know and enjoy Jay's thoughtful intellect during the past year while both of us served on the 2022-2023 Napa County Civil Grand Jury. Jay's perspectives and contributions to discussions and investigations were invaluable towards fulfilling the collaborative pursuits of the grand jury. The same skills and abilities that benefited the grand jury would undoubtedly be valuable to the Commission on Aging. Jay attended the most recent past Commission on Aging meeting and expressed interest in the Commission's mission.

As the current Vice Chairperson for the Commission on Aging, it is my opinion the Jay Kouba would be valuable and welcome as a new member of the Commission.

Feel free to contact me if you have any questions or need further information.

Kind regards,

Marc C. Frankenstein,
Vice Chairperson
Napa County Commission on Aging

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 19, 2025

Karen F. Lustig
[redacted]
Napa, CA 94558
[redacted]

Re: **Napa County Commission on Aging**

Dear Karen:

You have been a valued member of the **Napa County Commission on Aging** representing District 4. The term of your position will expire September 30, 2025. If you wish to request reappointment for another 2-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 Commission on Aging** for the term commencing immediately and expiring September 30, 2027.

==========

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

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

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

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

https://www.countyofnapa.org/1420/Committees-Commissions

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

Karen Lustig
SIGNATURE

9-24-2025
DATE

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

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

Public Records Act

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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 Commission on Aging: Submitted

Category of Membership for Which You Are Applying

District 4 member - allowing for exception of living out of District

Profile

Karen (First Name) | F. (Middle Initial) | Lu (Last Name)

[redacted] (Email Address)

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

Napa (City) | CA (State) | 95448 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 2

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

[redacted] (Primary Phone)

Providence Community Health Foundation Napa Valley	Social Worker	Information & Assistance program, focus on Up Valley
Employer	Job Title	Occupation

Education/Experience

B.A. in Social Anthropology from Pomona College M.S.W. from University of Southern California, Concentration in Community Organization and Program Administration and Sub-Concentration in Working with Older Adults M.A. from Hebrew Union College in Jewish Communal Service

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

Gordon Lustig, self-employed musician and Music Director of Congregation Beth Shalom

Resume

Karen_Lustig_resume.docx
Upload a Resume

Letter_of_Recommendation_for_Commission.docx
Letter of Recommendation or Supplemental Attachments

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

No licenses

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

Celine Regalia. [redacted] Tiffanie Walker, [redacted] or [redacted] Antonette Cunanan, [redacted]

Community Participation

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

I would be interested in being an advocate for helping to address senior issues that I and other Information and Assistance staff find in our work up and down Napa Valley. I am interested in hearing and learning more about the policies that affect seniors' lives, so I then help seniors advocate for themselves.

Nature of activity and community location

My work activity and location is up and down the valley-- I have a base at Providence Community Health at 414 S. Jefferson Street in Napa. I use office space once a week at each of the following agencies and school: Parks and Recreation in Yountville, Rianda House in St. Helena, Up Valley Family Centers in Calistoga, and P.U.C. in Angwin. My population served are individuals 60 years and older, their families, and the disabled. I offer consultation about community resources, follow-up on efficacy of referrals, and light case management.

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

When I was the Program Director of Aldea's Supported Living Services program, I was a member of the Napa Valley Committee on Disabilities, a sub-committee of the Napa Valley Coalition of Nonprofit Agencies, and the Housing 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)

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)

Karen F. Lustig

Date

7/30/24

KAREN FOLKMAN LUSTIG

[redacted]

PROFESSIONAL PROFILE

An experienced manager of social services programs with excellent qualifications in strategies, customer relations, project management, communications and collaboration. I value active listening and comprehensive communication, investing in the growth of my staff and clients, and making short and long-term goals that work creatively to meet these needs. I am viewed as a supportive and fair manager and take my oversight responsibilities seriously and equitably.

PROFESSIONAL EXPERIENCE

Providence Community Health Foundation Napa Valley, Napa, CA 7/23 - present
Social Worker – Information & Assistance
Community navigator for adults sixty years old and older and the disabled of all ages, as well as their families; provide support and help ensure that appropriate services get connected; educate about community resources; and provide upvalley nonprofit partners with the resources their constituents need to age in place.

Aldea Children & Family Services Fairfield, CA 7/2019 – 5/2023
Social Work Supervisor – Treatment Foster Care and Adoptions
Worked collaboratively with the TFC supervisors and Program Director to provide leadership and guidance to all other staff in order to have trained and compliant resource homes ready to support foster youth to be as successful as possible; supervised up to six Social Workers, Case Managers approvals staff and social work Interns; managed the approvals process of recruiting, training, evaluating and certifying new resource parents; provided trainings for individual new staff, staff in services, new resource parents, and for the community; reviewed reports, assessments and SIR's, as well as participated in treatment team meetings for all of their clients.

- Provided Crisis Intervention services to foster children, biological families, and resource families, as needed; participated in the weekly on-call rotation; at times, provided clinical case management- contact, at a minimum one time bi-weekly in the home, with foster children and resource families.
- Supervised resource families and resource homes to monitor compliance with state regulations and accreditation standards.
- Assisted in the placement of foster children
- Developed and maintained county and community relationships, including attendance at community meetings and participated in appropriate committees, representing both program and agency as directed by the Program Director

Aldea Children & Family Services Napa, CA 7/2002 – 7/2019
Program Director - Intellectual and Developmental Disability Services
Fostered the management of the program while promoting collaborative working relationships among staff, clients, community partners and the entire community; identified and monitored outcomes for client services; monitored and managed creation and implementation of all client Individual Service Plans; supervised 6 direct reports with supervision of 20+ employees; ensured

professional soundness of services offered through ongoing monitoring and evaluation of all program staff through hiring, development and performance management.

- Scheduled and developed staff hours; developed and provided staff training
- Provided direction and oversight on structure of services and reimbursements for all contracts and managed delivery of services to meet contractual performance and fiscal commitments
- Ensured all required records met compliance standards and were maintained securely

- Participated in Performance and Quality Improvement processes; worked to improve client services according to changing client needs
- Ensured program met agreed upon budgets; developed policies and procedures
- Created and maintained relationships with collateral agencies, active memberships in community Committees whose work affected clientele
- Conducted Intake, Referral and Assessments

Jewish Family Services of Los Angeles North Hollywood, CA 3/2001 – 6/2002
Acting Program Manager - Linkages Program

- Managed a caseload of approximately 50 disabled adults and frail elderly living in the community
- Represented Program Manager during her six-month leave providing oversight of documentation and reporting requirements, gathering of statistical data and preparation of reports for funding sources and overall day-to-day operations; off-site duties included monitoring of caseloads and contracting compliance with three Multiservice Senior Centers, assessing cases for eligibility and training of contractors to meet program requirements

Jewish Family Services of Los Angeles North Hollywood, CA 3/1999 - 2/2001
Casework Supervisor - Protective Services Program

- Provided supervision for eight staff members
- Managed a small caseload of conservatorship, money management, case management, and Durable Power of Attorney for Health Care clients
- Conducted intake assessments
- Represented program in Probate and LSP court
- Created and implemented program policy

Jewish Home for the Aging of Greater Los Angeles Reseda, CA 5/1992 - 2/1999
Social Worker / Medical Social Worker
Skilled Nursing and Residential Care setting - Provided case management to frail and well elderly within a multi-disciplinary team

---

EDUCATION

University of Southern California May 1992
Master of Social Work - Community Organization and Planning Administration
Sub-concentration - Working with Older Adults
Hebrew Union College - Jewish Institute of Religion May 1992
Master of Arts - Jewish Communal Service
Pomona College May 1988

Bachelor of Arts – Anthropology

COMPUTER EXPERTISE
Microsoft Office: Excel / Windows / ADP / Paychex. Power Point. Zoom and Teams

---

RELATED TALENTS: Art – graphics

From: **Tessa Lorraine** <tessa@riandahouse.org>
Date: Tue, Jul 16, 2024 at 2:52 PM
Subject: Letter of Recommendation
[redacted]

Hi Mary,

Please see letter of recommendation below for Karen Lustig.

Dear Fellow Commissioners,

It is my pleasure to recommend Karen Lustig, MSW to serve on the Napa County Aging Commision.

Karen is a dedicated Master's level social worker with an emphasis in Gerontology from USC. She has over 25 years experience in social work. Through her work with Providence Community Health she leads Information and Assistance for seniors throughout Napa County. Starting her career in Southern California, she practiced case management for the Linkages program, Aldea, and Jewish Family Services.

My work with Karen began earlier this year with Rianda House. She is thoughtful, attentive and funny (tell me we couldn't use more laughter :). Please consider Karen for an appointment to the Aging Commission.

Thanking you in advance for your consideration.

Kindly,

Tessa

--

Tessa Lorraine

Program Manager

Rianda House

1475 Main Street

St. Helena, CA 94574

707.963.8555 ext, 103

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

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Form 700 Conflict of Interest Code

California Fair Political Practices Website

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Which Boards would you like to apply for?

Napa County Commission on Aging: Submitted

Category of Membership for Which You Are Applying

Yountville Town Council Member - Individual concerned with community of aging adults

Profile

Robin (First Name) | S (Middle Initial) | Mckee-cant (Last Name)

[redacted] (Email Address)

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

Yountville (City) | CA (State) | 94599 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 3

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

[redacted] (Primary Phone)

Molly's Angels	Development	Administration
Employer	Job Title	Occupation

Education/Experience

Assist organization with donor data base, campaign recording and generation of receipts/thank you letters. Certification earned for Mental Health First Aid for Seniors, 2024

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

John Cant, Retired, Works part time driving for Molly's Angels

Resume

Robin_McKee-Cant_2024.11.pdf
Upload a Resume

Robin_McKee-Cant_CoA_Reco.docx
Letter of Recommendation or Supplemental Attachments

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

Earned 2024 Certification for Mental Health First Aid for Seniors

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

Devereaux Smith, [redacted] Janet Gotch, [redacted] Pamela Reeves, [redacted]

Community Participation

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

I am an elected official in Yountville, serving on a Town Council that represents a community whose average age is 64.5, and trending upwards. The Town faces mobility and housing affordability issues - especially since many of our seniors are (or will be) downsizing to age-in-place. As the Town is actively working on housing solutions, I am lobbying for affordable homes for seniors who wish to downsize, and I want that housing to be combined with much-needed workforce housing because I believe it will support a richer fabric that strengthens the community. Yountville is also a designated Blue Zone community, so I give full support to programs for seniors to keep them active, healthy and engaged. I also serve as a board member on NVTA, where we are looking at how senior transportation can be more readily available and affordable throughout the valley. As a resident in Yountville, and in particular, a 55+ manufactured home (mobile home) community, I am a friend and neighbor to many who are "aging in place". My immediate neighbors range from 75-98 years in age. Homes here, and in many similar communities, are master metered - so no one is billed directly for utilities by PG&E. Because of this, there are many who “fall through the cracks” since they do not show up in PG&E’s low-income demographic, which many agencies use for discount program qualification purposes. This is an issue I want to address and tackle within this commission, should I be selected for the role. Lastly, I work and volunteer my time in senior living establishments such as the Yountville Veterans Home, Aegis Living and Holiday Redwood Retirement Residence, and with Molly’s Angels. As a vocalist, I use music to connect with seniors and to help them keep youthful memories alive.

Nature of activity and community location

As explained above, I reside and serve in Yountville, and I volunteer on a board that serves Napa County. I also work as a professional singer, where I perform shows selecting music from the 40's-70's, to help stimulate and support memories, and to bring joy.

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

In addition to serving on the Town Council in Yountville, I am a board member on NVTA, where we are looking at how senior transportation can be more readily available and affordable throughout the valley.

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)

Robin S Mckee-Cant

Date

12/9/24

ROBIN MCKEE-CANT

[redacted] [redacted] Yountville, CA

PROFESSIONAL SUMMARY

Seasoned administrative assistant with over a year of dedicated service supporting mission-driving organizations. Proficient in managing office operations, coordinating events and maintaining donor and client databases. Adept at creating compelling copy for appeals and marketing materials, and in event planning/venue logistics, project management. Clear-concise communicator dedicated to customer service to foster strong and positive stakeholder and workplace relationships. Professional experience in destination and hospitality sales.

NON PROFIT WORK HISTORY

NON-PROFIT, DEVELOPMENT COORDINATOR

Molly's Angels, Napa, CA *3/2024 - Current*

- Care Calls, as assigned Donor database maintenance
- Appeal/donation recording
- mail merge receipt/acknowledgement generation

NON-PROFIT, EXECUTIVE ASSISTANT/PROJECT MANAGER

St. Helena Public Winery Friends and Foundation *10/1/2023 – 6/30/24*

- Provide organizational assistance to the Board of Directors
- Assist in planning, organizing and executing fundraising events, venue selection/coordination, vendor management, program design, registration processing, patron communications, sponsor solicitation
- Database management and donation recording
- Communication/Copy writing – appeal creation, digital communication, website, social media
- Scheduled and organized board meetings, sending notices, agendas and meeting minutes
- Managed incoming and outgoing correspondence

NON-PROFIT, VOLUNTEER/CO-CHAIR

Dry Creek-Lakoya *Home Winemaker Classic* *2019, 2020*

- Managed annual fundraising event, venue selection, winemaker communication, program design, registration technology, volunteer recruiting and retention, wrote on-air script content for all contributors including event MC, landowners, winery stakeholders and CalFire officials
- Project management
- Event marketing, social media

LEADERSHIP & PROFESSIONAL EXPERIENCE

Town of Yountville, Elected Official, 4 Year Term *12/1/22-Current*

Vice Mayor Elect

- Chair, Emergency Preparation Committee
- Vice Chair, Napa Valley Tourism Improvement District
- Board Member, Napa Valley Transportation Committee

ALIGN FINANCIAL

Office Administrator, Client Services *7/20 – 10/2023*

- Provide exceptional customer service to high-net-worth individuals
- Front office management
- Managed advisor calendar and phones
- Handle client requests; money movement, deposits
- Onboard new clients, completing banking forms to open new accounts

CELAYA LAW
Office Administrator, Client Services, Marketing Support *3/18 – 6/2020*

- Planned and executed workshops and webinars
- Oversaw digital marketing, ads, direct mail campaigns, social media, data base
- Designed & wrote copy for brochures, newsletters, and scripts for video promotions
- Managed attorney calendars, phones, and general office email
- Vendor management & office furnishing and purchasing
- Responsible for client engagement and referral programs

NAPA VALLEY WINE TRAIN
Group Sales Manager *5/16 – 2/17*

- Planned and managed client relationship events (Wine Clubs, Yelp, Google, Pandora)
- Created packages for private and semi-private group events, working with outside companies to build multi-day programs
- Responsible for working national leads and achieving quarterly sales goals
- Documented all client communication in sales data base
- Developed and fostered partner relationships to execute familiarization tours (FAMS)

FOLIO FINE WINE PARTNERS
Executive Assistant to Michael Mondavi *2/14 – 2/16*

- Supported executive, acted as liaison for sales team and distributors
- Calendar and travel management for executive and family
- Scheduled and coordinated conference rooms, VIP trade tastings and personal events, at vineyard, in guest cottage, or at the Mondavi's private residence.
- Hosted VIP groups on family's behalf, extending gracious hospitality
- Managed emails, meeting minutes, expense reports
- Coordinated family foundation meetings, generated reports to track charitable giving
- Copy editing and ghost writing for wine club newsletters
- Coordinated vendors and event staff

SONOMA COUNTY TOURISM
National Sales Manager, Western Region *12/06 - 11/13*

- Planned & hosted FAMS and site inspections for corporate event planners, sales clients, and VIP influencers, and coordinated tradeshows
- Collaborated with Sonoma Country Vintners and Wine Grape Growers for annual events, hosting trade tastings and public events to elevate brand awareness
- Wrote and edited copy for itineraries, brochures
- Solicited hotel and winery partnerships for trade shows; negotiated/executed sponsorship agreements
- Generated and executed trade show concepts and themes

CONTINUED ED/CERTIFICATIONS

Mental Health First Aid for Seniors, *2024*
Public Service Ethics, CA, *2024*
CA Public Notary, *2018-2023*
Convention Industry Council, CMP Accreditation

COMMUNITY VOLUNTEERING

Tug McGraw Foundation, Fall Soiree, *2023*
Fundraising for Highway 29 Media, *2023, 2024*
Yountville Arts Commission, 2020-2022
QVH Foundation, Emcee/Scriptwriter, 2014, 2015

TECHNICAL SKILLS

Apple, Outlook, Microsoft Suite, WIX, Mail Chimp, Constant Contact, Canva, QuickBooks, PowerPoint, Sales Force, Box, DropBox, WordPress, Publisher, Adobe Suite, Little Green Light, Donor Perfect, photography, social media

Molly's Angels of Napa Valley | 433 Soscol Ave., Suite A-100, Napa, CA 94559

Napa County Commission on Aging
December 9, 2024

Dear Members of the Napa County Commission on Aging,

I am pleased to offer my strong support for Robin McKee-Cant's appointment to the Napa County Commission on Aging. Robin exemplifies the kind of visionary and compassionate leadership that is essential to addressing the needs of our growing senior population in Napa County.

Robin has a remarkable ability to understand and advocate for the unique challenges seniors face. She has demonstrated this understanding through her work as a elected member of the Town of Yountville Town Council and as a board member of the Napa Valley Transportation Authority, where she has thoughtfully explored and advocated for mobility and accessibility initiatives that benefit older adults.

Her collaborative spirit and commitment to equitable solutions are evident in her efforts to ensure seniors are supported in low-income assistance programs. Robin is a dedicated volunteer with several senior organizations including the Yountville Veterans Home and Molly's Angels.

I have no doubt that Robin McKee-Cant's energy, vision, and steadfast dedication to Napa County's aging population will make her an invaluable asset to the Commission. I wholeheartedly encourage her appointment, confident that she will bring insight, innovation, and purpose to this vital role.

Sincerely,
Devereaux Smith, MPA
Executive Director, Molly's Angels

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

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Public Records Act

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Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Commission on Aging: Submitted

Category of Membership for Which You Are Applying

Commission member

Profile

Carol (First Name) | M (Middle Initial) | Whichard (Last Name)

[redacted] (Email Address)

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

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

Which supervisorial district do you reside in? *

- [x] District 1

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

[redacted] (Primary Phone)

Retired
Employer

Retired
Job Title

Retired
Occupation

Education/Experience

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.

I’m active in the community and am a single, senior woman. I’d like to explore aging in a community I’ve lived in for over 50 years.

Nature of activity and community location

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

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)

Carol M Whichard

Date

8/6/2025

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

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Public Records Act

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Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Commission on Aging: Submitted

Category of Membership for Which You Are Applying

general public

Profile

Marianne (First Name) | (Middle Initial) | Galvin (Last Name)

[redacted] (Email Address)

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

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

Which supervisorial district do you reside in? *

☑ District 2

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

[redacted] (Primary Phone)

Trinchero Family Estates	IT Director	Technology Executive
Employer	Job Title	Occupation

Education/Experience

MS in information management & BBA in information technology Current co-president of SIM SF Bay Area responsible for engaging members with programs, organizing the annual golf tournament and securing sponsorships for funding philanthropy efforts.

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

Kenneth Galvin - retired

Resume

resume_Marianne_Galvin.docx
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

WSET Level 2, issued July 2015, no expiration date,

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

Liz Hernan [redacted] Matt Sandlin [redacted] Danyel Solon [redacted]

Community Participation

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

I'm looking for ways to serve my local community. I've spent the last 4 years serving the technology community with educational and mentoring in San Francisco Bay Area. I would like to shift my focus on serving the people in the area where I live and work. I bring leadership, collaboration, ability to execute operational tasks to every team. I possess active listening skills to understand problems, recommendations and be a supportive team player who enjoys participating in decision making. I actively research topics related to public policy.

Nature of activity and community location

Salvation Army Santa Helper for shopping 2015-2019 - Napa Middle school mentorship program lead 2001-2007 - NY, NY

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

N/A

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)

M M Galvin

Date

10/15/25

Marianne Mulvihill-Galvin
[redacted] Napa, CA
[redacted]

Professional Summary

Strategic and results-driven IT Executive with extensive experience leading corporate wide transformational programs and business process reengineering initiatives. Focused on delivering operations efficiencies, revenue growth and customer satisfaction for the publicly traded and privately owned organizations. Experience impacting enterprise bottom line and performance through expert alignment of technologies with corporate mission. Adept at building and leading effective teams and programs. Expertise in business process enhancement, crisis management, tactical design, analysis, business intelligence, business intelligence, and application development. Able to implement technical solutions to achieve technology and business goals. Excellent budget, training, technical, leadership, and problem-solving skills.

Core Competencies

- Business Process Optimization
- Digital Transformation
- Budget Management and Financial Control
- Change Management
- Cross-Functional Leadership
- Strategic Planning & Execution
- Stakeholder Engagement
- Data-Driven Decision Making
- Application Development

Most Recent Professional Experience

Sr. IT Director, Business Process Management / Business Intelligence
Trinchero Family Estates, Napa, CA
2018 – Present

- Lead enterprise-wide process improvement initiatives across all departments (HR, Sales, Marketing, Finance, IT, Operations, Winemaking).
- Partner with IT and business leaders to implement scalable solutions that increase productivity and reduce costs.

- Spearhead digital transformation projects in ecommerce and Direct to Consumer sales by implementing best of breed technology.
- Mentor high performing individuals across sales and finance.
- Develop a highly performing team of process analysts and project managers within IT.
- Rationalized applications and streamlined annual budget process within the IT department.
- Build the reporting department to serve standardized and accurate tools for analysis and decision making.

Global IT Director, Supply Chain focus
Treasury Wine Estates, Napa, CA
2016 – 2018

- Directed global process standardization efforts across supply chain, viticulture and winemaking.
- Transitioned application ownership, access as part of a company acquisition resulting in rationalizing the number of types of application and implementation of new ERP and Winemaking systems.
- Collaborated with executive leadership to align process improvements with strategic roadmap and budget.

Business Relationship Manager, Corporate Functions (HR, Finance, Facilities, Legal, Wine)
Diageo, Norwalk, CT
2012 – 2016

- Instituted a process for evaluating technology requests against ROI for North America technology purchases and development enhancements.
- Support corporate functions with technology roadmap to deliver their objectives with clear actions and owners.

Education

M.S., Information Management
Stevens Institute of Technology – Hoboken, NJ
B.B.A., Information Management
Pace University – NY, NY

Certifications

- WSET Level 2

Professional Affiliations

- Society of Information Management (Co-President, Marketing Chair, Treasurer)
- NextUP (Membership Chair)

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1931

TO: Board of Supervisors

FROM: Alexander Alarcon, Interim Director of Corrections

REPORT BY: Sue Kuss, Staff Services Manager

SUBJECT: Amendment No. 3 to Professional Services Agreement 210302B

RECOMMENDATION

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

BACKGROUND

Today's action will approve Amendment No. 3 to Agreement 210302B with Peterson Mechanical, Inc. effective December 1, 2025, for HVAC maintenance and repair. Approval of Amendment No. 3 to the Agreement will amend the scope of work to add the Replacement Jail as a service location.

In Fiscal Year 2025-26, the last year of Agreement No. 210302B, the maximum compensation amount for routine services will increase to $158,985 and non-routine services will increase to $146,500 for a total maximum compensation of $305,485 for the fiscal year.

On November 28, 2023, the Board of Supervisors authorized Amendment No. 2 of this agreement to update the scope of work, to remove 2030 Airport Road as a service location, add 2000 Airport Road as a service location, and to increase maximum compensation to accommodate the need for additional routine services due to the building relocation of Airport administration.

On October 18, 2022, the Board of Supervisors authorized Amendment No. 1 to the Agreement to amend the scope of the work to add routine services for the downtown location of the Napa County Library (Main Branch)

and to increase total maximum compensation for routine and non-routine services by $206,605 in Fiscal Year 2022-23 to address critical HVAC maintenance and repairs to HVAC systems at the Sheriff's Office, the Hall of Justice, and the Napa County Airport. Total maximum compensation for routine and non-routine services in Fiscal Year 2022-23 was $452,112. Amendment No. 1 also increased maximum compensation by $16,605 for routine and non-routine service in Fiscal Years 2023-24 and by $19,793 for optional renewal years 2024-25 and 2025-26.

On March 16, 2021, as a result of a competitive request for proposals (RFP) conducted in 2021, the Board of Supervisors authorized Agreement No. 210302B with Peterson Mechanical, Inc. to provide for regular inspection, maintenance, and repair of heating, ventilation, and air conditioning (HVAC) systems within County facilities. The agreement was approved for an initial three-year term ending June 30, 2024, with the option to renew the terms of the agreement annually for a maximum of two (2) additional fiscal years for a total agreement term of five (5) years.

Peterson Mechanical, Inc. is not a local vendor.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	1400003-52490
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Preventative maintenance helps to reduce the cost of repairs and unscheduled downtime of HVAC systems.
Is the general fund affected?	Yes
Future fiscal impact:	Agreement 210302B expires 6/30/2026. An RFP process will be conducted to select a vendor to perform these services after that date. Future Corrections Department budgets will include an estimate for this service.
Consequences if not approved:	Preventative maintenance will not occur, increasing the likelihood that potential issues won't be addressed until components fail. In general, the cost of repairs exceeds the cost of scheduled maintenance.
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. 210302B
AMENDMENT NO. 3

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 210302B is made and entered into as of this ____day of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Peterson Mechanical, Incorporated, a California corporation, whose mailing and business address is 21819 8th Street East, Sonoma, CA 95476, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, by Napa County Agreement No. 210302B entered into as of March 16, 2021 (hereafter referred to as "Agreement"), CONTRACTOR agreed to provide preventative maintenance, repairs and inspection services for the heating, ventilation and air conditioning systems throughout COUNTY owned or operated buildings; and

WHEREAS, on October 18, 2022, COUNTY and CONTRACTOR entered into Amendment No. 1 to add the Napa County Library-Napa Branch as an additional facility;
and to increase maximum compensation to accommodate the need for additional routine and non-routine services; and

WHEREAS, on November 28, 2023, COUNTY and CONTRACTOR entered into Amendment No. 2 to update the scope of work, to remove 2030 Airport Road as a service location, add 2000 Airport Road as a service location, and to increase maximum compensation to accommodate the need for additional routine services due to the building relocation of Airport administration; and

WHEREAS, COUNTY and CONRACTOR now desire to amend the Agreement to add 2210 Napa Vallejo Hwy as a service location, to increase the maximum compensation, and to update the agreement's insurance provisions.

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

TERMS

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

1. Paragraph 2, "**Scope of Services**" is hereby amended by deleting the existing language in its entirety and replacing it with the following:

> **2. Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-3", attached hereto, in addition to the RFP and CONTRACTOR'S proposal, incorporated by reference herein.

2. Paragraph 3, "**Compensation**" is hereby amended by deleting the existing language in its entirety and replacing it with the following:

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-3" attached hereto and incorporated by reference herein. All non-routine services performed at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa, CA 94558 must be approved by the Director of Corrections or their designee prior to the commencement of work.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as follows; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered:

Fiscal Year	Routine Services Public Works	Routine Services Corrections	Non-Routine Services Public Works	Non-Routine Services Corrections	Annual Total
FY21/22	$120,507		$125,000		$245,507
FY22/23	$127,112		$325,000		$452,112
FY23/24	$128,171		$135,000		$263,171
FY24/25	$136,100		$145,000		$281,100
FY25/26	$136,100	$22,885	$145,000	$1,500	$305,485

3. Paragraph 7, **"Insurance"** is hereby amended by deleting the existing language in its entirety and replacing it with the following:

7. Insurance. Prior to commencing the scope of services, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit "D" attached hereto and incorporated herein by reference.

(a) Inclusion in Subcontracts. Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit "D".

4. Paragraph 13, **"Notices"** is hereby amended by deleting the existing language in its entirety and replacing it with the following:

13. **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.

NAPA COUNTY DEPARTMENT OF PUBLIC WORKS
Napa County Department of Public Works
1195 Third Street, Suite 101
Napa, CA 94559

CONTRACTOR
Peterson Mechanical Inc.
21819 8th Street East
Sonoma, CA 95476

All notices related to equipment located, and work performed at 2210 Napa-Vallejo Hwy should be sent to:

NAPA COUNTY DEPARTMENT OF CORRECTIONS
Napa County Department of Corrections
2210 Napa-Vallejo Hwy
Napa, CA 94558

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 originally approved.

6. This Amendment No. 5 shall be effective as of December 1, 2025.

7. **Counterparts.** This Amendment No. 3 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

8. **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.

[Remainder of page left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, this Amendment No. 3 is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

PETERSON MECHANICAL, INC.

By: _____
ZACH BRANDNER, President

By: _____
SCOTT PETERSON, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: Sabrina S. Wolfson Deputy County Counsel Date: November 3, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT "A-3"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services as applicable to each system at each location.

PUBLIC WORKS LOCATIONS

Building	(1) Annual Maintenance - Full	(1) Annual Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing
County Administration Building – 1195 Third Street, Napa, CA 94559		✓		✓	✓	✓	
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		✓			✓		
Hall of Justice – 1125 Third Street, Napa, CA 94559	✓		✓	✓	✓	✓	✓
1127 First Street, Napa, CA 94559	✓		✓		✓		
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			✓		✓		
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		✓			✓	✓	
Sheriff's Office – 1535 Airport Blvd, Napa, CA 94558		✓	✓		✓		
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		✓			✓		
Napa County Library – 580 Coombs St., Napa CA 94559		✓			✓		
Airport – 2000 Airport Road, Napa, CA 94558		✓	✓		✓		

DEPARTMENT OF CORRECTIONS

Building	(1) Annual Maintenance - Full	(1) Annual Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing
Replacement Jail – 2210 Napa-Vallejo Hwy, Napa, CA 94558	✓				✓		

I. DESCRIPTION OF SERVICES – Public Works Locations

Annual Service - (1) time annually:

- Replace Belts.

Annual Full Service - (1) time annually:

- Replace Belts
- Rodding of Barrels
- Breakdown and Service of three (3) RayPac Boilers and (2) Locinvar Boilers

Semi-Annual - Closed loop Systems (2) times annually, (6) months apart

- Conduct a nitrate test on recirculating water from closed loop systems. Maintain 800-1,000 PPM of sodium nitrate in each closed loop system.
- Add treatment to system as necessary, utilizing a bypass feeder

Quarterly Tune-up - (4) times annually:

- Replace Filters
- Inspect and Lubricate all motors, bearings, and dampers.
- Adjust or replace belts and drives.
- Check thermocouple.
- Check electronic igniter.
- Check safety controls.
- Inspect and clean heat exchanger.
- Adjust and clean pilot and burners.
- Inspect combustion air vents and flue pipe.
- Clean condensate pan and drain.
- Clean evaporator coil as needed.
- Clean condenser coil as required.
- Measure and verify back-up heat source.
- Check and adjust refrigerant pressure.
- Check and adjust Refrigerant oil levels.
- Measure and verify site glasses.
- Measure and verify oil levels.
- Check crankcase heater.
- Check, and adjust electrical supply, connections, and start components.
- Measure temperature split.
- Measure amperage draws.
- Measure voltage readings.
- Measure and verify condenser loop strainer.
- Measure and verify all operating controls.
- Check reversing valve.
- Check heat strips.
- Check defrost cycle and controls.
- Calibrate and program thermostat.
- Measure and verify operating temperatures.
- Measure and verify moisture indicators.

- Measure and verify cap tubes/piping for chafing.
- Inspect systems for leaks.
- Measure and verify humidifier controls, strainer, level controls, hand valves, drain/pan, heating elements, and clean float assembly.
- Measure and verify outside air intakes.
- Inspect expansion valve bulb clamp.
- Inspect Cabinetry/hardware conditions, and tighten nuts/bolts as necessary.
- Measure and verify the structural integrity of unit.
- Measure and verify blade pitch operation.
- Inspect/Lube blade links.
- Measure and verify rotary union.
- Check equipment for rust, and wear.

Quarterly Chiller Maintenance - (4) times annually:

- Start unit, and record running hours.
- Remove oil samples for analysis and send to lab.
- Inspect, adjust and record oil levels on all components, verify for leaks.
- Measure and verify seal leak rate cc/r.
- Measure and verify oil heater operation.
- Replace oil filter "o" rings.
- Measure and verify motor cooling refrigerant filters.
- Measure and verify refrigerant contamination.
- Record condenser pressure
- Record evaporator pressure
- Lubricate vane seal oiler.
- Megger test motor and oil pump.
- Inspect starter and contact surfaces.
- Measure and verify coupling and alignment.
- Clean unloader pot
- Measure and verify structural integrity of units.
- Review and discuss logs with County staff.

Bi-Monthly Preventive Maintenance - (6) times annually:

- Check and calibrate all pneumatic controls
- Check air dryer, air compressor, water pumps, air handlers, and reheat coils.

Monthly Cooling Tower Water Testing - (12) times annually:

- Visually inspect the equipment for defects and possible repairs needed.
- Test cooling tower water for total dissolved solids (TDS).
- Check operation of conductivity sensor.
- Clean conductivity sensor.
- Clean flow switch sensor.
- Check operation of the chemical feed pump.
- Check operation of the solenoid valve.
- Conduct a phosphonate test on the cooling tower water, and maintain 90-150 PPM of phosphonate in the cooling tower system.

- Perform a bacterial paddle test on the cooling tower water.
- Ensure proper amount of chemical on site, and refill chemical containers and equipment as needed.

II. DESCRIPTION OF SERVICES – CORRECTIONS

Inspect and service the following Unit(s) to keep the System(s) in efficient fully automatic operation.

- (12) Split Systems
- (2) Aerco Boilers (HHW)
- (3) Lochinvar Boilers (Domestic Hot Water)
- (10) Package Units
- (1) Make Up Air Unit
- (1) Kitchen Exhaust Fan
- (1) Heat Pump

Quarterly Tune-Up – (3) times in FY25/26:

- See attached Quarterly Tune-Up Scope of Work listed above

Annual Full Service(Boiler Tear Down) - (1) time annually:

- Lubricate motors and bearings.
- Check equipment for rust, wear, etc.
- Measure temperature splits on HHW supply vs. return
- Verify expansion tank bladder pressure and integrity
- Check safety controls (limit switches, flow switches etc.)
- Flush condensate drains and replace neutralizer as needed
- Replace igniter and flame sensor
- Pull and clean pump strainers as needed.
- Visually inspect loop for chemical treatment
- Clean burner assembly as needed
- Clean heat exchanger as needed
- Verify pressure reducing valve is properly adjusted
- Verify gas pressure is properly adjusted

III. ADDITIONAL INFORMATION

<u>On Call Repair and Additional Cleaning</u>

On-call repair and cleaning may be needed at time of inspection/maintenance or at other times as needed to bring systems to basic operational condition. Contractor shall provide the County with on-call repairs and additional cleaning as requested by the County's Director of Public Works or designee at the hourly rates provided in Attachment B, plus parts. If any on-call related repair work exceeds $25,000 in value, bonds shall be required. No repair project over $55,000 may be authorized under this agreement. Repair work will not commence until authorized by the County's Director of Public Works or designee. Call Back Services for non-routine repair shall be provided within four (4) hours of request and Emergency Call Back in two (2) hours.

Reports and Deliverables
Ensure that any reports, and any deliverable to the County be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the COUNTY's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

Hours and Frequency of Service: All routine work will be performed between the hours of 7:00am and 4:00pm Monday through Friday, excluding holidays. If any HVAC equipment malfunction occur between routine examinations, Contractor shall provide call back service during regular working hours of regular working days at no additional charge. If overtime examinations, repairs or call back services are required, as authorized by the County, the Contractor will absorb the worked hours at regular time rates and will be reimbursed by the County for overtime bonus hours only at contracted billing rates.

Minimum Certifications and Licensing:

A California C20-HVAC Contractor License and EPA 608 Certification are required.

Registration with the California Department of Industrial Relations (DIR) is required.

IV. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B-3"

COMPENSATION

Routine maintenance services shall be at the rates below:

Year 1 (FY 21/22)

	(1) Annual Maintenance - Full	(1) Annual – Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		$225		$600	$1,632	$1,100		$15,753
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		$225			$1,297			$5,413
Hall of Justice – 1125 Third Street, Napa, CA 94559	$5,850		$225	$600	$690	$150	$150	$14,160
1127 First Street, Napa, CA 94559	$435		$225		$1,464			$6,741
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			$225		$5,999			$24,446
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		$225			$4,745	$750		$23,705
Sheriff Office – 1535 Airport Road, Napa, CA 94558		$225	$225		$2,353			$10,087
Airport – 2030 Airport Road, Napa, CA 94558		$225			$919			$3,901
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		$225			$4,019			$16,301
Total Per Service Annualized	$6,285	$1,350	$1,800	$4,800	$92,472	$12,000	$1,800	**$120,507**

Year 2 (FY 22/23)

	(1) Annual Maintenance - Full	(1) Annual – Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		$225		$600	$1,632	$1,100		$15,753
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		$225			$1,297			$5,413
Hall of Justice – 1125 Third Street, Napa, CA 94559	$5,850		$225	$600	$690	$150	$150	$14,160
1127 First Street, Napa, CA 94559	$435		$225		$1,464			$6,741
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			$225		$5,999			$24,446
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		$225			$4,745	$750		$23,705
Sheriff Office – 1535 Airport Road, Napa, CA 94558		$225	$225		$2,353			$10,087
Airport – 2030 Airport Road, Napa, CA 94558		$225			$919			$3,901
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		$225			$4,019			$16,301
Napa County Library Napa Branch – 580 Coombs Street, Napa, CA 94559		$725			$1,470			$6,605
Total Per Service Annualized	$6,285	$2,075	$1,800	$4,800	$98,352	$12,000	$1,800	**$127,112**

Year 3 (FY 23/24)

	(1) Annual Maintenance - Full	(1) Annual – Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		$225		$600	$1,632	$1,100		$15,753
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		$225			$1,297			$5,413
Hall of Justice – 1125 Third Street, Napa, CA 94559	$5,850		$225	$600	$690	$150	$150	$14,160
1127 First Street, Napa, CA 94559	$435		$225		$1,464			$6,741
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			$225		$5,999			$24,446
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		$225			$4,745	$750		$23,705
Sheriff Office – 1535 Airport Road, Napa, CA 94558		$225	$225		$2,353			$10,087
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		$225			$4,019			$16,301
Napa County Library Napa Branch – 580 Coombs Street, Napa, CA 94559		$725			$1,470			$6,605
Airport – 2000 Airport Road, Napa, CA 94558		$280	$420		$960			$4,960
Total Per Service Annualized	$6,285	$2,130	$2,640	$4,800	$98,516	$12,000	$1,800	**$128,171**

Year 4 (FY 24/25)

	(1) Annual Maintenance - Full	(1) Annual – Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		$250		$660	$1,650	$1,210		$16,750
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		$250			$1,387			$5,798
Hall of Justice – 1125 Third Street, Napa, CA 94559	$6,435		$250	$660	$764	$165	$165	$15,601
1127 First Street, Napa, CA 94559	$478		$250		$1,531			$7,102
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			$250		$6,175			$25,200
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		$250			$4,900	$825		$24,800
Sheriff Office – 1535 Airport Road, Napa, CA 94558		$250	$250		$2,462			$10,598
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		$250			$4,437			$17,998
Napa County Library Napa Branch – 580 Coombs Street, Napa, CA 94559		$825			$1,617			$7,293
Airport – 2000 Airport Road, Napa, CA 94558		$280	$420		$960			$4,960
Total Per Service Annualized	$6,913	$2,355	$2,840	$5,280	$103,532	$13,200	$1,980	**$136,100**

Year 5 (FY 25/26)

	(1) Annual Maintenance - Full	(1) Annual – Belt Replacement	(2) Semi-Annual Closed Loop Systems	(4) Quarterly Chiller Maintenance	(4) Quarterly Tune Up	(6) Bi-Monthly Preventative Maintenance	(12) Monthly Cooling Tower Water Testing	Total Per Location Annualized
County Administration Building – 1195 Third Street, Napa, CA 94559		$250		$660	$1,650	$1,210		$16,750
ITS/HHSA – 650 Imperial Way, Napa, CA 94559		$250			$1,387			$5,798
Hall of Justice – 1125 Third Street, Napa, CA 94559	$6,435		$250	$660	$764	$165	$165	$15,601
1127 First Street, Napa, CA 94559	$478		$250		$1,531			$7,102
South Campus Building B – 2751 Napa Valley Corporate Drive, Napa, CA 94558			$250		$6,175			$25,200
South Campus, Building A – 2751 Napa Valley Corporate Drive, Napa, CA 94558		$250			$4,900	$825		$24,800
Sheriff Office – 1535 Airport Road, Napa, CA 94558		$250	$250		$2,462			$10,598
Re-Entry Facility – 2200 Napa Vallejo Hwy., Napa CA 94558		$250			$4,437			$17,998
Napa County Library Napa Branch – 580 Coombs Street, Napa, CA 94559		$825			$1,617			$7,293
Airport – 2000 Airport Road, Napa, CA 94558		$280	$420		$960			$4,960
Total Per Service Annualized	$6,913	$2,355	$2,840	$5,280	$103,532	$13,200	$1,980	**$136,100**

DEPARTMENT OF CORRECTIONS

Replacement Jail – 2210 Napa Vallejo-Hwy, Napa, CA 94558	$4,600				$18,285			$22,885

Authorized on-call repair, cleaning and maintenance services shall be at the rates below:

Classification/Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Service Technicians	$190	$285	$380
Service Building Trades Journeymen	$190	$285	$380
Plumbers	$190	$285	$380

Regular Hours: Monday through Friday (excluding COUNTY holidays) 7:00am to 4:00pm.
Overtime Hours: Monday to Friday outside Regular Hours and Saturday. Overtime hours accrue after 8 hours per day or 40 hours per week.
Double Time Hours: After 10 hours in a work day, 44 hours a week, on Sundays and COUNTY holidays.
Payment of California Prevailing Wage is required.

EXHIBIT "D"
INSURANCE REQUIREMENTS

D.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with and a waiver of subrogation. Contractor shall provide County with certification of all such coverages upon request by County's Risk Manager.

D.2 Liability Insurance. Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

D.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

D.2.2 Professional Liability/Errors and Omissions. Not required.

D.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph D.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

D.3 Certificates of Coverage. All insurance coverages referenced in paragraph D.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Contractor with the County Department administering this Agreement prior to commencement of the Scope of Services.

D.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.

D.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.

D.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph D.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph D.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

D.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

D.4 Copies of Policies. Upon request by County's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

D.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1965

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Chris R.Y. Apallas, Deputy County Counsel

SUBJECT: Amended Conflict of Interest Code for Groundwater Sustainability Agency

RECOMMENDATION

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

BACKGROUND

In 1974, the voters of California approved the Political Reform Act of 1974 (Act), Government Code Section 81000 et seq. Among other things, the Act requires every agency to adopt and promulgate a conflict of interest code (Government Code Section 87300). For this purpose, "agency" includes any local government agency. An agency may adopt its code by incorporating by reference the model conflict of interest code set forth in Section 18730 of Title 2 of the California Code of Regulations.

In each county, the Board of Supervisors is the "code-reviewing body" of any local agency, other than a city located entirely within the boundaries of the county, per Government Code Section 82011(b).

Government Code Section 87306.5 provides that no later than July 1 of every even-numbered year, the code-reviewing body must direct each local agency that has adopted a conflict of interest code to review its code and submit an amended code to the code-reviewing body if changes are needed due to changed circumstances. Finally, Government Code Section 87303 provides that no conflict of interest code is effective until it has been approved by the code-reviewing body. The Napa County Groundwater Sustainability Agency (GSA) found it necessary to amend its code prior to an even year to update those positions required to file statements of economic interest.

The Board must review the amended code and either approve or disapprove it. If the Board disapproves the code, the Board must return the code to the GSA for further review. The GSA's resolution with its amended code is attached.

Requested Actions:

County Counsel has determined that the amended code complies with the Political Reform Act and recommends the Board approve the amended conflict of interest code of the GSA.

County Counsel further recommends that the Board direct the Clerk to give notice of your action to the GSA.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No

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 GROUNDWATER SUSTAINABILITY AGENCY
RESOLUTION NO. 2025-04 (NCGSA)

RESOLUTION TO AMEND THE CONFLICT OF INTEREST CODE FOR THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY

WHEREAS, the Napa County Board of Supervisors adopted Resolution 2019-152 on December 17, 2019 electing to form the Napa County Groundwater Sustainability Agency (NCGSA) to undertake sustainable groundwater management of the Napa Valley Subbasin; and

WHEREAS, the Political Reform Act of 1974 (the "Act" Government Code Section 81000 et seq.) requires every state and local governmental agency to adopt a Conflict of Interest Code (Code); and

WHEREAS, the FPPC has adopted a regulation (Section 18730 of Title 2 of the California Code of Regulations) ("CCR") containing a standardized conflict of interest code which, if incorporated by reference and adopted by a local government agency along with a designation of employees and formulation of disclosure categories for the local government agency, will constitute the Code required by the Act when subsequently approved by the code reviewing body for the Agency; and

WHEREAS, the NCGSA adopted its Code at a regular meeting held on June 9, 2020; and

WHEREAS, on November 8, 2022 the NCGSA amended its Code to refine the list of designated employees required to file statements of economic interest and to add newly created positions; and

WHEREAS, from time to time, the list of designated positions requires amendment so as to update the titles of positions, add new positions which should be required to file disclosure statements, reevaluate the disclosure categories of various positions, and delete those positions or titles no longer in use; and

WHEREAS, the NCGSA has concluded that it is necessary to amend and readopt its Code to revise the list of designated employees and remove positions which have been determined to not make or participate in making decisions as part of the NCGSA and to clarify the place of filing.

NOW, THEREFORE, it is hereby resolved that the Conflict of Interest Code of the Board of Directors of the NCGSA is amended and readopted as follows:

1. Incorporation of Standard Terms. The terms of the standard conflict of interest code set forth in 2 CCR Section 18730, as such may be amended by the FPPC from time ("hereinafter referred to as "Model Code"), are adopted and incorporated by reference as if set forth fully herein.

2. List of Designated Employees. For purposes of the requirements of the Act and the provisions of the Model Code, the Designated Employees of the Agency shall be the persons holding those offices and/or positions set forth in the amended Appendix "A" and shall file statements of economic interests (Form 700), attached hereto and incorporated by reference herein.

3. List of Disclosure Categories. For purposes of the requirements of the Act and the provisions of the Model Code, the disclosure categories for the Designated Employees of the Agency shall be those categories set forth in the amended Appendix "B", attached hereto and incorporated by reference herein.

4. Documents Comprising Conflict of Interest Code. For purposes of the Act, the provisions of this Resolution, the Model Code, and Appendices "A" and "B" shall together constitute the Conflict of Interest Code of the Agency on and after the date of confirmation of the Code by the Napa County Board of Supervisors as the code reviewing body for the Agency.

5. Effective Date of Code. The effective date of the Conflict of Interest Code for the Agency shall be the date of confirmation of this Code by the Napa County Board of Supervisors acting as the code reviewing body for the Agency.

6. Place of Filing. Designated Employees shall file the original Statements with the Elections Division of the Napa County Assessor-Clerk-Recorder-Registrar of Voters.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED

at a regular meeting of the NCGSA Board of Directors, held on the 18th day of November, 2025 by the following vote:

AYES:	DIRECTORS	ALESSIO, RAMOS, MANFREE, GALLAGHER, AND COTTRELL
NOES:	DIRECTORS	NONE
ABSTAIN:	DIRECTORS	NONE
ABSENT:	DIRECTORS	NONE

NAPA COUNTY, a political subdivision of the State of California

By: Anne Cottrell
ANNE COTTRELL, Chair of the Napa County Groundwater Sustainability Agency Board of Directors

APPROVED AS TO FORM Office of County Counsel By: *Chris R.Y. Apallas* Deputy County Counsel Date: November 12, 2025 FV GSA Resos 13118590	APPROVED BY THE NCGSA BOARD OF DIRECTORS Date: November 18, 2025 Processed By: Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Directors By:

CONFLICT OF INTEREST

APPENDIX A

Designated Positions - Disclosure Categories 2025

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES
AUDITOR-CONTROLLER	
Auditor-Controller	2
Assistant Auditor-Controller	2
Deputy Auditor-Controller	2
COUNTY EXECUTIVE OFFICE	
County Executive Office	
Assistant Chief Executive Officer/Chief Operating Officer	2
Deputy Chief Executive Officer/Chief Communications Officer	2
Principal/Senior Management Analyst	4
Management Analyst I/II	4
Central Services	
Buyer I/II/III	5
Purchasing Manager	2
COUNTY COUNSEL	
Chief Deputy County Counsel	2
Deputy County Counsel I/II/III/IV	2
PLANNING, BUILDING & ENVIRONMENTAL SERVICES	
Planning, Building, and Environmental Services	
Director of Planning, Building & Environmental Services	2
Assistant Director of Planning, Building & Environmental Services	2
Engineering Manager	2
Deputy Director of Planning, Building & Environmental Services	2
Principal Planner	2
Planner I/II/III	2
Contractors and Consultants**	3, 7
Environmental Health	
Environmental Health Manager	2
Natural Resources	

Natural Resources Conservation Manager	2
Supervising Planner	2
Planner I/II/III	2

* The department head may determine in writing that a particular consultant, although holding a "designated position," is hired to perform a range of duties that is limited in scope and is therefore not required to fully comply with the disclosure requirements of this section. Such written determination must include a description of the consultant's duties and the extent of disclosure, if any, required. The determination of the department head is a public record. It must be retained for public inspection in the same manner and location as this code.

**The department head may determine in writing that the broadest disclosure is not necessary and set interim disclosure requirements that are more tailored to positions with a limited range of duties. Such written determination must include a description of the consultant's duties and the extent of disclosure, if any, required. The determination of the department head is a public record. It must be retained for public inspection in the same manner and location as this code.

APPENDIX B

DISCLOSURE CATEGORIES[1]

CATEGORY 1. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code Section 82030[2], (ii) all investments as defined in Government Code Section 82034[3], (iii) interests in real property as defined in Government Code

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[1] The terms contained herein which are defined in the following footnotes apply to all disclosure categories unless otherwise indicated.

[2] "Income" (a) "Income" means, except as provided in subdivision (b), a payment received, including but not limited to any salary, wage, advance, dividend, interest, rent, proceeds from any sale, gift, including any gift of food or beverage, loan, forgiveness or payment of indebtedness received by the filer, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in the income of a spouse. Income also includes an outstanding loan. Income of an individual also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially, a 10-percent interest or greater. "Income," other than a gift, does not include income received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the two years prior to the time any statement or other action is required under this title.

(b) "Income" also does not include:

(1) Campaign contributions required to be reported under Chapter 4 (commencing with Section 84100).

(2) Salary and reimbursement for expenses or per diem, and social security, disability, or other similar benefit payments received from a state, local, or federal government agency and reimbursement for travel expenses and per diem received from a bona fide nonprofit entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(3) Any devise or inheritance.

(4) Interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, payments received under any insurance policy, or any bond or other debt instrument issued by any government or government agency.

(5) Dividends, interest, or any other return on a security which is registered with the Securities and Exchange Commission of the United States Government or a commodity future registered with the Commodity Futures Trading Commission of the United States Government, except proceeds from the sale of these securities and commodities futures.

(6) Redemption of a mutual fund.

(7) Alimony or child support payments.

(8) Any loan or loans from a commercial lending institution which are made in the lender's regular course of business on terms available to members of the public without regard to official status.

(9) Any loan from or payments received on a loan made to an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, uncle, aunt, or first cousin, or the spouse of any such person, provided that a loan or loan payment received from any such person shall be considered income if the individual is acting as an agent or intermediary for any person not covered by this paragraph.

(10) Any indebtedness created as part of a retail installment or credit card transaction if made in the lender's regular course of business on terms available to members of the public without regard to official status.

(11) Payments received under a defined benefit pension plan qualified under Internal Revenue Code Section 401(a).

(12) Proceeds from the sale of securities registered with the Securities and Exchange Commission of the United States Government or from the sale of commodities futures registered with the Commodity Futures Trading Commission of the United States Government if the filer sells the securities or the commodities futures on a stock or commodities exchange and does not know or have reason to know the identity of the purchaser.

[3] "Investment" "Investment" means any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership or other ownership interest owned directly, indirectly or beneficially by the public official, or other filer, or their immediate family, if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction, or has done business within the

Section 82033[4], and (iv) all business positions as defined in the California Code of Regulations, Section 18730, Subsection (b)(7)(D)[5].

CATEGORY 2. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code Section 82030, (ii) all investments as defined in Government Code Section 82034, (iii) interests in real property as defined in Government Code Section 82033, and (iv) all business positions as defined in Title 2 of the California Code of Regulations, Section 18730, Subsection (b)(7)(D). Gifts for purposes of this category shall not include gifts received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the previous two calendar years.

CATEGORY 3. Persons in this category shall disclose investments, income, including gifts, loans and travel payments, and business positions from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Department to which the person is assigned.

CATEGORY 4. Persons in this category shall disclose investments, income, including gifts, loans and travel payments, and business positions from sources that provide education or training services that are approved by the County.

CATEGORY 5. Persons in this category shall disclose investments, business positions and income, including gifts, loans and travel payments, from sources that provide, or contract with the County or its Purchasing Agent to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment to Napa County, or has contracted with the County or its Purchasing Agent to supply goods, services, supplies, materials, machinery or equipment within the last two calendar years.

CATEGORY 6. Persons in this category shall disclose investments, business positions and income, including gifts, loans and travel payments, from sources that provide, or contract with the County to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment

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jurisdiction at any time during the two years prior to the time any statement or other action is required under this title. No asset shall be deemed an investment unless its fair market value equals or exceeds two thousand dollars ($2,000). The term "investment" does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, interest in a diversified mutual fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940 or a common trust fund which is created pursuant to Section 1564 of the Financial Code, or any bond or other debt instrument issued by any government or government agency. Investments of an individual includes a pro rata share of investments of any business entity, mutual fund, or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10-percent interest or greater. The term "parent, subsidiary or otherwise related business entity" shall be specifically defined by regulations of the commission.

[4] "Interest in real property" "Interest in real property" includes any leasehold, beneficial or ownership interest or an option to acquire such an interest in real property located in the jurisdiction owned directly, indirectly or beneficially by the public official, or other filer, or their immediate family if the fair market value of the interest is two thousand dollars ($2,000) or more. Interests in real property of an individual includes a pro rata share of interests in real property of any business entity or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10-percent interest or greater.

[5] "Business Position Disclosure" When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the designated employee is a director, officer, partner, trustee, employee, or in which the designated employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

to the Department to which the person is assigned, or within the previous two calendar years has contracted with the County to supply goods, services, supplies, materials, machinery or equipment to the Department to which the person is assigned.

CATEGORY 7. Persons in this category shall disclose all interests in real property located in Napa County.

CATEGORY 8. Investments, positions held in business entities, and income from sources which may be the recipient of patient referrals for the delivery of health care services or supplies, or within the previous two calendar years have been the recipient of patient referrals for the delivery of health care services or supplies.

NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY
RESOLUTION NO. 2025-

RESOLUTION TO AMEND THE CONFLICT OF INTEREST CODE FOR THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY

WHEREAS, the Napa County Board of Supervisors adopted Resolution 2019-152 on December 17, 2019 electing to form the Napa County Groundwater Sustainability Agency (NCGSA) to undertake sustainable groundwater management of the Napa Valley Subbasin; and

WHEREAS, the Political Reform Act of 1974 (the "Act" Government Code Section 81000 et seq.) requires every state and local governmental agency to adopt a Conflict of Interest Code (Code); and

WHEREAS, the FPPC has adopted a regulation (Section 18730 of Title 2 of the California Code of Regulations) ("CCR") containing a standardized conflict of interest code which, if incorporated by reference and adopted by a local government agency along with a designation of employees and formulation of disclosure categories for the local government agency, will constitute the Code required by the Act when subsequently approved by the code reviewing body for the Agency; and

WHEREAS, the NCGSA adopted its Code at a regular meeting held on June 9, 2020; and

WHEREAS, on November 8, 2022 the NCGSA amended its Code to refine the list of designated employees required to file statements of economic interest and to add newly created positions; and

WHEREAS, from time to time, the list of designated positions requires amendment so as to update the titles of positions, add new positions which should be required to file disclosure statements, reevaluate the disclosure categories of various positions, and delete those positions or titles no longer in use; and

WHEREAS, the NCGSA has concluded that it is necessary to amend and readopt its Code to revise the list of designated employees, clarify the place of filing, and remove positions which have been determined to not make or participate in making decisions as part of the NCGSA and to clarify the place of filing.

NOW, THEREFORE, it is hereby resolved that the Conflict of Interest Code of the Board of Directors of the NCGSA is amended and readopted as follows:

1. Incorporation of Standard Terms. The terms of the standard conflict of interest code set forth in 2 CCR Section 18730, as such may be amended by the FPPC from time ("hereinafter referred to as "Model Code"), are adopted and incorporated by reference as if set forth fully herein.

2. List of Designated Employees. For purposes of the requirements of the Act and the provisions of the Model Code, the Designated Employees of the Agency shall be the persons holding those offices and/or positions set forth in the amended Appendix "A" and shall file statements of economic interests (Form 700), attached hereto and incorporated by reference herein.

3. List of Disclosure Categories. For purposes of the requirements of the Act and the provisions of the Model Code, the disclosure categories for the Designated Employees of the Agency shall be those categories set forth in the amended Appendix "B", attached hereto and incorporated by reference herein.

4. Documents Comprising Conflict of Interest Code. For purposes of the Act, the provisions of this Resolution, the Model Code, and Appendices "A" and "B" shall together constitute the Conflict of Interest Code of the Agency on and after the date of confirmation of the Code by the Napa County Board of Supervisors as the code reviewing body for the Agency.

5. Effective Date of Code. The effective date of the Conflict of Interest Code for the Agency shall be the date of confirmation of this Code by the Napa County Board of Supervisors acting as the code reviewing body for the Agency.

6. Place of Filing. Designated Employees shall file the original Statements with the Elections Division of the Napa County Assessor-Clerk-Recorder-Registrar of Voters.
~~Statements with the NCGSA Secretary who shall retain copies of the original Statements and forward the original Statements to the Elections Division of the Napa County Assessor-Clerk-Recorder-Registrar of Voters.~~

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED

at a regular meeting of the NCGSA Board of Directors, held on the ____ day of _____, 2025 by the following vote:

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSTAIN: DIRECTORS _____

ABSENT: DIRECTORS _____

By: _____
ANNE COTTRELL, Chair
Napa County Groundwater Sustainability Agency

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NCGSA BOARD OF DIRECTORS	ATTEST: NEHA HOSKINS Clerk of the Board of Directors
By: *Chris R.Y. Apallas* Deputy County Counsel Date: Doc. No. 130226_2	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

CONFLICT OF INTEREST

APPENDIX A

Designated Positions - Disclosure Categories 2025

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES
AUDITOR-CONTROLLER	
Auditor-Controller	2
Assistant Auditor-Controller	2
~~Accountant-Auditor Manager~~	
Deputy Auditor-Controller	2
COUNTY EXECUTIVE OFFICE	
County Executive Office	
Assistant Chief~~ounty~~ Executive Officer/ Chief Operating Officer	2
Deputy ~~County~~ Chief Executive Officer/ Chief Communications Officer	2
~~Principal/~~Senior Management Analyst	4
Management Analyst I/II	4
~~Administrative Manager/Clerk of the Board~~	~~2~~
~~Risk and Emergency Services Manager~~	~~2~~
~~Staff Services Analyst I/II (CEO)~~	~~5~~
~~Executive Assistant-CEO (secretary to Board/CEO/Assistant CEO)~~	~~6~~
~~Training and Organizational Development Officer~~	~~2~~
Central Services	
Buyer I/II/III	5
Purchasing Manager	2
COUNTY COUNSEL	
~~County Counsel~~	~~2~~
Chief Deputy County Counsel	2
Deputy County Counsel I/II/III/IV	2
~~Legal Office Manager~~	~~6~~
PLANNING, BUILDING & ENVIRONMENTAL SERVICES	
Planning, Building, and Environmental Services	
Director of Planning, Building & Environmental Services	2
Assistant Director of Planning, Building & Environmental Services	2
~~Chief Building Official~~	~~2~~
Engineering Manager	2
Deputy Director of Planning, Building & Environmental Services	2

Principal Planner	2
Planner I/II/III	2
Contractors and Consultants**	3, 7

Environmental Health

Environmental Health Manager	2

Natural Resources

Natural Resources Conservation Manager	2
~~Code Compliance/Process Improvement Manager~~	~~2~~
Supervising Planner	2
Planner I/II/III	2

~~Engineering Supervisor~~	~~3, 7~~
~~Assistant Engineer~~	~~3, 7~~
~~Code Enforcement Supervisor~~	~~2~~
~~Environmental Health Supervisor~~	~~2~~
~~Environmental Health Coordinator~~	~~2~~
~~Environmental Health Specialist I/II/Senior~~	~~3~~
~~Senior Systems Support Analyst~~	~~5~~
~~Staff Services Manager~~	~~5~~
~~Staff Services Analyst I/II~~	~~5~~
~~Administrative Secretary II~~	~~2~~
~~(when serving as Planning Commission clerk)~~	
~~Office Assistant II~~	~~2~~
~~(when serving as Planning Commission clerk)~~	

~~PUBLIC WORKS~~

~~Director of Public Works~~	~~2~~

~~General Services~~

~~Deputy Director of Public Works – General Services~~	~~2~~
~~Public Works Administrative Manager~~	~~2~~

~~Supervising Staff Services Analyst~~	~~2~~

~~Flood Control & Water Resources~~

~~Deputy Director of Public Works – Flood Control and Water Resources~~	~~2~~
~~Engineering Manager – Water Resources~~	~~2~~
~~Watershed & Flood Control Operations Manager~~	~~2~~
~~Contractors and Consultants*~~	~~2**~~

~~TREASURER/TAX COLLECTOR~~

~~Assistant Treasurer-Tax Collector~~	~~1~~

* The department head may determine in writing that a particular consultant, although holding a "designated position," is hired to perform a range of duties that is limited in scope and is therefore not required to fully comply with the disclosure requirements of this section. Such written determination must include a description of the consultant's duties and the extent of disclosure, if any, required. The determination of the department head is a public record. It must be retained for public inspection in the same manner and location as this code.

**The department head may determine in writing that the broadest disclosure is not necessary and set interim disclosure requirements that are more tailored to positions with a limited range of duties. Such written determination must include a description of the consultant's duties and the extent of disclosure, if any, required. The determination of the department head is a public record. It must be retained for public inspection in the same manner and location as this code.

APPENDIX B

DISCLOSURE CATEGORIES[1]

CATEGORY 1. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code Section 82030[2], (ii) all investments as defined in Government Code Section 82034[3], (iii) interests in real property as defined in Government Code

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[1] The terms contained herein which are defined in the following footnotes apply to all disclosure categories unless otherwise indicated.

[2] "Income" (a) "Income" means, except as provided in subdivision (b), a payment received, including but not limited to any salary, wage, advance, dividend, interest, rent, proceeds from any sale, gift, including any gift of food or beverage, loan, forgiveness or payment of indebtedness received by the filer, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in the income of a spouse. Income also includes an outstanding loan. Income of an individual also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially, a 10-percent interest or greater. "Income," other than a gift, does not include income received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the two years prior to the time any statement or other action is required under this title.

(b) "Income" also does not include:

(1) Campaign contributions required to be reported under Chapter 4 (commencing with Section 84100).

(2) Salary and reimbursement for expenses or per diem, and social security, disability, or other similar benefit payments received from a state, local, or federal government agency and reimbursement for travel expenses and per diem received from a bona fide nonprofit entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(3) Any devise or inheritance.

(4) Interest, dividends, or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, payments received under any insurance policy, or any bond or other debt instrument issued by any government or government agency.

(5) Dividends, interest, or any other return on a security which is registered with the Securities and Exchange Commission of the United States Government or a commodity future registered with the Commodity Futures Trading Commission of the United States Government, except proceeds from the sale of these securities and commodities futures.

(6) Redemption of a mutual fund.

(7) Alimony or child support payments.

(8) Any loan or loans from a commercial lending institution which are made in the lender's regular course of business on terms available to members of the public without regard to official status.

(9) Any loan from or payments received on a loan made to an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, uncle, aunt, or first cousin, or the spouse of any such person, provided that a loan or loan payment received from any such person shall be considered income if the individual is acting as an agent or intermediary for any person not covered by this paragraph.

(10) Any indebtedness created as part of a retail installment or credit card transaction if made in the lender's regular course of business on terms available to members of the public without regard to official status.

(11) Payments received under a defined benefit pension plan qualified under Internal Revenue Code Section 401(a).

(12) Proceeds from the sale of securities registered with the Securities and Exchange Commission of the United States Government or from the sale of commodities futures registered with the Commodity Futures Trading Commission of the United States Government if the filer sells the securities or the commodities futures on a stock or commodities exchange and does not know or have reason to know the identity of the purchaser.

[3] "Investment" "Investment" means any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership or other ownership interest owned directly, indirectly or beneficially by the public official, or other filer, or their immediate family, if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction, or has done business within the

Section 82033[4], and (iv) all business positions as defined in the California Code of Regulations, Section 18730, Subsection (b)(7)(D)[5].

CATEGORY 2. Persons in this category shall disclose (i) all income including gifts, loans and travel payments as defined in Government Code Section 82030, (ii) all investments as defined in Government Code Section 82034, (iii) interests in real property as defined in Government Code Section 82033, and (iv) all business positions as defined in Title 2 of the California Code of Regulations, Section 18730, Subsection (b)(7)(D). Gifts for purposes of this category shall not include gifts received from any source outside the jurisdiction and not doing business within the jurisdiction, not planning to do business within the jurisdiction, or not having done business within the jurisdiction during the previous two calendar years.

CATEGORY 3. Persons in this category shall disclose investments, income, including gifts, loans and travel payments, and business positions from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Department to which the person is assigned.

CATEGORY 4. Persons in this category shall disclose investments, income, including gifts, loans and travel payments, and business positions from sources that provide education or training services that are approved by the County.

CATEGORY 5. Persons in this category shall disclose investments, business positions and income, including gifts, loans and travel payments, from sources that provide, or contract with the County or its Purchasing Agent to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment to Napa County, or has contracted with the County or its Purchasing Agent to supply goods, services, supplies, materials, machinery or equipment within the last two calendar years.

CATEGORY 6. Persons in this category shall disclose investments, business positions and income, including gifts, loans and travel payments, from sources that provide, or contract with the County to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment

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jurisdiction at any time during the two years prior to the time any statement or other action is required under this title. No asset shall be deemed an investment unless its fair market value equals or exceeds two thousand dollars ($2,000). The term "investment" does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, interest in a diversified mutual fund registered with the Securities and Exchange Commission under the Investment Company Act of 1940 or a common trust fund which is created pursuant to Section 1564 of the Financial Code, or any bond or other debt instrument issued by any government or government agency. Investments of an individual includes a pro rata share of investments of any business entity, mutual fund, or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10-percent interest or greater. The term "parent, subsidiary or otherwise related business entity" shall be specifically defined by regulations of the commission.

[4] "Interest in real property" "Interest in real property" includes any leasehold, beneficial or ownership interest or an option to acquire such an interest in real property located in the jurisdiction owned directly, indirectly or beneficially by the public official, or other filer, or their immediate family if the fair market value of the interest is two thousand dollars ($2,000) or more. Interests in real property of an individual includes a pro rata share of interests in real property of any business entity or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10-percent interest or greater.

[5] "Business Position Disclosure" When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the designated employee is a director, officer, partner, trustee, employee, or in which the designated employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

to the Department to which the person is assigned, or within the previous two calendar years has contracted with the County to supply goods, services, supplies, materials, machinery or equipment to the Department to which the person is assigned.

CATEGORY 7. Persons in this category shall disclose all interests in real property located in Napa County.

CATEGORY 8. Investments, positions held in business entities, and income from sources which may be the recipient of patient referrals for the delivery of health care services or supplies, or within the previous two calendar years have been the recipient of patient referrals for the delivery of health care services or supplies.

Napa County

Board Agenda Letter

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NAPA, CA 94559
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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1833

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Becky Craig, Assistant Chief Executive Officer

SUBJECT: Section 115 Trust Investment Policies and Annual Report

RECOMMENDATION

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

BACKGROUND

The County established a Section 115 Trust ('Trust') in 2018 to fund pension and other post-employee benefits ('OPEB'), including qualifying health and dental coverages for retirees. The Trust's assets are reported in the annual financial statements to offset the unfunded liabilities. An established oversight committee is comprised of the Chief Executive Officer, Assistant CEO, County Counsel, Auditor Controller, Treasurer Tax Collector, and Chief Human Resources Officer. The committee receives quarterly financial performance reports and meets annually to advise the CEO who serves as the Trust's Plan Administrator.

The financial advisor recommends, and the committee supports, revisions to the investment policies to better define asset categories, to adjust the target investment mix within the equities category, and to clean up other miscellaneous language. The investment policies further the County's practice of transparent, efficient, and data -driven financial management that models public trust and accountability.

Public Agency Retirement Services (PARS) administers the accounts and PFM Asset Management is the financial advisor. CalPERS prepares bi-annual actuarial reports calculating pension liability and minimum payments. The County contracts for bi-annual actuarial reports calculating the OPEB liability and payments. The most recent OPEB report is attached; the pension reports are available upon request.

The actuarial consultant projected the County's OPEB Actual Accrued Liability at 6/30/2025 to total $130 million and the offsetting Trust Assets to total $131 million. The assets actually totaled $137.6 million at 6/30/2025, reflecting an over-funding of $7 million or 5%. The OPEB liability is funded at or above 100%. With full funding, the County can choose to disburse excess monies from the Trust to fund a portion of the county's share of retiree health insurance premium payments. Any disbursement from the Trust for OPEB payments would reduce the County's annual calculated budgetary allocation. The committee continues to discuss measurement parameters for disbursements.

Staff will continue evaluating whether to recommend offsetting the outstanding net pension liability with additional Trust contributions.

Requested action: Approve and authorize Section 115 Pension and OPEB Trust Investment Policy Statements with PFM Asset Management.

FISCAL IMPACT

Is there a Fiscal Impact?	No
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.

INVESTMENT POLICY STATEMENT

FOR

NAPA COUNTY

SECTION 115 TRUST PENSION FUND

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Napa County "County" has established a section 115 Trust known as the Napa County Section 115 Pension Trust (the "Trust"). This Trust will be used to invest monies to fund the County's unfunded liability in the California Public Employee Retirement System ("CalPERS"). The County Board of Supervisors ("Board") has given authority to the Plan Administrator to establish and adopt the investment Policy Statement ("Policy Statement") for the following purposes.

Purpose

Funds set aside in the Section 115 Trust are safeguarded from diversion to other budgetary uses and generally may be invested in a broader range of securities than would typically be permitted for public agency operating funds, potentially increasing earnings. Therefore, higher returns can improve the County's ability to meet future pension obligations. An additional advantage of holding funds in the Trust rather than contributing an equivalent amount directly to CalPERS is that the County retains control over the timing and amount of disbursements from the Trust. Retaining control of the funds in the Trust provides the flexibility to meet current or accrued liabilities based on the financial circumstances at that time. The County also controls the timing of contributions to the Trust.

The main investment objective of the Trust is to achieve long-term growth of Trust assets by maximizing long-term rate of return on investments and minimizing risk of loss.

The purpose of this Policy Statement is to achieve the following:

1. Document investment objectives, performance expectations, and investment guidelines for Fund assets.

2. Establish an appropriate investment strategy for managing all Trust assets, including an investment time horizon, risk tolerance ranges, and asset allocation to provide sufficient diversification and overall return over the long-term time horizon of the Trust.

3. Establish investment guidelines to control overall risk and liquidity.

4. Establish periodic performance reporting requirements to monitor investment results and confirm that the investment policy is being followed.

5. Comply with fiduciary, prudence, due diligence, and legal requirements for Trust assets.

Investment Authority

The Board has appointed the Plan Administrator, (the "Administrator") to oversee certain policies and procedures related to the operation and administration of the Trust. The Administrator will have authority to implement the investment policy and guidelines in the best interest of the Trust to best satisfy the purposes of the Trust. In implementing this Policy Statement, the Administrator believes it may delegate certain functions to:

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1. An investment advisor ("Advisor") to assist the Administrator in the investment process and to maintain compliance with this Policy Statement. The Advisor will accept the role as fiduciary for the Trust. The Advisor may assist the Administrator in establishing investment policy objectives and guidelines. The Advisor will adjust asset allocation for the Trust subject to the guidelines and limitations set forth in this Policy Statement. The Advisor will also select investment managers ("Managers") and strategies consistent with its role as a fiduciary for the Trust. The investment vehicles allowed may include mutual funds, commingled trusts, separate accounts, limited partnerships and other investment vehicles deemed to be appropriate by the Advisor. The Advisor is also responsible for monitoring and reviewing investment managers; measuring and evaluating performance; and other tasks as deemed appropriate in its role as Advisor for Trust assets. The Advisor may also select investments with discretion to purchase, sell, or hold specific securities, such as Exchange Traded Funds, that will be used to meet the Trust's investment objectives. The Advisor shall never take possession of securities, cash or other assets of the Trust, all of which shall be held by the custodian. The Advisor must be registered with the Securities and Exchange Commission.
2. A custodian selected by the Trust to maintain possession of physical securities and records of street name securities owned by the Trust, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the Trust.
3. A trustee appointed by the Trust, such as a bank trust department, if the Trust does not have its own Trustees, to assume fiduciary responsibility for the administration of Trust assets; provided, however, that if the Administrator shall have appointed an investment advisor, then any trustee appointed under this paragraph shall have no authority with respect to selection of investments.
4. Specialists such as attorneys, auditors, actuaries and, retirement plan consultants to assist the Administrator in meeting its responsibilities and obligations to administer Trust assets prudently.

Statement of Investment Objectives

The investment objectives of the Trust are as follows:

1. To invest assets of the Trust in a manner consistent with the following fiduciary standards: (a) all transactions undertaken must be for the sole interest of Trust beneficiaries, and (b) assets are to be diversified in order to minimize the impact of large losses from individual investments.
2. To provide for funding and anticipated withdrawals on a continuing basis for payment of benefits and reasonable expenses of operation of the Trust.
3. To enhance the value of Trust assets in real terms over the long-term through asset appreciation and income generation, while maintaining a reasonable investment risk profile.
4. Subject to performance expectations over the long-term, to minimize principal fluctuations over the Time Horizon (as defined below).

5. To achieve a long-term level of return commensurate with contemporary economic conditions and equal to or exceeding the investment objective set forth in this Policy Statement under the section labeled “Performance Expectations”.

Investment Guidelines

Within this section of the Policy Statement, several terms will be used to articulate various investment concepts. The descriptions are meant to be general and may share investments otherwise considered to be in the same asset class. They are:

"~~Growth~~Equity Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on capital appreciation. Investments within the ~~Growth~~Equity Assets category can include income and risk mitigating characteristics, so long as the predominant investment risk and return characteristic is capital appreciation. Examples of such investments or asset classes are: domestic and international equities or equity funds, and ~~private or leveraged equity, and certain real estate investments.~~ publicly traded investments focused on equity risk mitigation or equity-like returns.

"Fixed Income Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on income generation. Investments within the Fixed Income Assets category can include capital appreciation and risk mitigating characteristics, so long as the primary investment risk and return characteristic is income generation. Examples of such investments or asset classes are: fixed income securities, or funds that are rated investment grade and below investment grade along with inflation protected securities, guaranteed investment contracts, and ~~certain real estate investments.~~ other investments focused on interest rate risk mitigation or income investment like returns.

"Lised Real ~~Return~~ Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are derived from real assets that include but are not limited to listed real estate, listed infrastructure ~~focused on real returns, net of inflation. Investments within the Real Return category may include, but are not limited to, inflation protected securities,~~ commodities, ~~certain real estate investments,~~and natural resources, ~~, and liquid alternatives.~~

Time Horizon

The Trust’s investment objectives are based on a long-term investment horizon (“Time Horizon”) of five years or longer. Interim fluctuations should be viewed with appropriate perspective. The Administrator has adopted a long-term investment horizon such that the risks and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets. However, this portfolio of assets is viewed by the County as the first pool of assets that would be utilized to support pension

expenses. As such, the time horizon for this portfolio could be less than five years based on budget conditions, or any increase in expenses arising from CalPERS.

Liquidity and Diversification

In general, the Trust may hold some cash, cash equivalent, and/or money market funds for near-term Trust benefits and expenses (the "Trust Distributions"). Remaining assets will be invested in longer-term investments and shall be diversified with the intent to minimize the risk of long-term investment losses. Consequently, the total portfolio will be constructed and maintained to provide diversification with regard to the concentration of holdings in individual issues, issuers, countries, governments or industries.

Asset Allocation

The Administrator believes that to achieve the greatest likelihood of meeting the Trust's investment objectives and the best balance between risk and return for optimal diversification, assets will be invested in accordance with the targets for each asset class as follows to achieve an average total annual rate of return that is equal to or greater than the Trust's target rate of return over the long-term, as described in the section titled "Performance Expectations".

Asset Classes	Asset Weightings	
	Range	Target
Growth Assets		
Domestic Equity	29% - 49%	36.0%
International Equity	1% - 41%	18.0%
Other	0% - 20%	6.0%
Income Assets		
Fixed Income	21% - 50%	38%
Other	0% - 9%	0%
Real Return Assets	0% - 10%	0%
Cash Equivalents	0% - 20%	2%

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Asset Classes	Asset Weightings Range	Target
Equity Assets – Aggregate	**50% - 70%**	**60%**
Domestic Equity	20% - 50%	36%
International Equity	10% - 36%	18%
Listed Real Assets		
Listed REITs	0% - 10%	3%
Listed Infrastructure	0% - 10%	3%
Other	0% - 10%	0%
Fixed Income Assets - Aggregate	**30% - 50%**	**38%**
Investment Grade	25% - 50%	35%
Below Investment Grade	0% - 8%	3%
Cash Equivalents	0% - 20%	2%

The Advisor and each Manager will be evaluated against their peers on the performance of the total funds under their direct management.

Rebalancing Philosophy

The asset allocation range established by this Policy Statement represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside Policy Statement ranges. When allocations breach the specified ranges, the Advisor will rebalance the assets within the specified ranges. Even when the asset mix falls within the specified range, the ~~The~~ Advisor may ~~also~~ rebalance based on market conditions.

Risk Tolerance

Subject to investment objectives and performance expectations, the Trust will be managed in a style that seeks to minimize principal fluctuations over the established Time Horizon.

Performance Expectations

Over the long-term, five years or longer, the performance objective for the Trust will be to achieve an average total annual rate of return that is equal to or greater than the Trust's blended benchmark target rate. Additionally, it is expected that the annual rate of return on Trust assets will be commensurate with the then prevailing investment environment. Measurement of this return expectation will be judged by reviewing returns in the context of industry standard benchmarks, peer universe comparisons for individual Trust investments and blended benchmark comparisons for the Trust in its entirety.

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Selection of Investment Managers

The Advisor shall prudently select appropriate Managers to invest the assets of the Trust, through analysis surrounding performance vs. relevant benchmarks as well as peer groups, expense review, style consistency, manager tenure, and other factors. ~~Managers must meet the following criteria:~~

- The Manager must provide historical quarterly performance data compliant with Global Investment Performance Standards (GIPS®), Securities & Exchange Commission ("SEC"), Financial Industry Regulatory Agency ("FINRA") or industry recognized standards, as appropriate.
- The Manager must provide detailed information on the history of the firm, key personnel, support personnel, key clients, and fee schedule (including most-favored-nation clauses). This information can be a copy of a recent Request for Proposal ("RFP") completed by the Manager or regulatory disclosure.
- The Manager must clearly articulate the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.
- The investment professionals making the investment decisions must have a minimum of three (3) years of experience managing similar strategies either at their current firm or at previous firms.
- Where other than common funds such as mutual funds or commingled trusts are utilized, the Manager must confirm receipt, understanding and adherence to this Policy Statement and any investment specific policies by signing a consent form provided to the Manager prior to investment of Trust assets.

Guidelines for Portfolio Holdings

Direct Investments by Advisor

Every effort shall be made, to the extent practical, prudent and appropriate, to select investments that have investment objectives and policies that are consistent with this Policy Statement (as outlined in the following sub-sections of the "Guidelines for Portfolio Holdings"). However, given the nature of the investments, it is recognized that there may be deviations between this Policy Statement and the objectives of these investments.

Limitations on Portfolio Holdings

EQUITIES

No more than 5% of the total equity portfolio valued at market may be invested in the common equity of any one corporation; ownership of the shares of one company shall not exceed 5% of those outstanding; and not more than 40% of equity valued at market may be held in any one sector, excluding pooled investments (eg. Mutual Funds, ETFs), as defined by Bloomberg (BB) Sector standards.

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Domestic Equities. Other than the above constraints, there are no quantitative guidelines as to issues, industry or individual security diversification. However, prudent diversification standards should be developed and maintained by the Manager.

International Equities. The overall non-U.S. equity allocation should include a diverse global mix that is comprised of the equity of companies from multiple countries, regions and sectors.

LISTED REAL ASSETS

Listed Real Assets may consist of but are not limited to publicly traded real estate (REIT), publicly traded global infrastructure and infrastructure related companies, listed commodities and listed natural resources.

FIXED INCOME

Fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. The 5% limitation does not apply to issues of the U.S. Treasury or other Federal Agencies.

Eligible Investments for the individual fixed income portfolio

- Debt obligations of the U.S. Government, its agencies, and Government Sponsored Enterprises
- Mortgage-Backed Securities (MBS)
- Asset Backed Securities (ABS)
- Collateralized Mortgage Obligations (CMO)
- Commercial Mortgage-Backed Securities (CMBS)
- Corporate debt securities issued by U.S. or foreign entities including, but not limited to, limited partnerships, equipment trust certificates and enhanced equipment trust certificates
- Municipal Bonds
- Fixed income mutual funds.
- Eligible instruments issued pursuant to SEC Rule 144a (only if the Client is a documented Qualified Institutional Buyer ; QIB)

Parameters related to the individual fixed income portfolio

Quality

The individual securities portfolio will maintain a minimum weighted average effective quality of A- at all times. At the time of purchase, individual securities shall have a minimum effective quality rating of BBB-.

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For purposes of determining an effective rating, when three agencies rate a security (S&P, Moodys, Fitch) the middle rating will be used. When only two of the three agencies rate a security the lower of the two ratings will be used. When only one agency rates a security that rating will be used.

Duration

The manager will maintain the portfolio duration within +/- 25% of the Bloomberg US Aggregate Bond Index duration at all times for the individual securities portfolio.

Diversification

- No more than 30% of the portfolio may be invested in securities issued under Rule 144A* without registration rights (no limit on Rule 144a securities with registration rights).

* Note: Rule 144A is an administrative rule under the SEC allowing, under certain circumstances, for qualified institutional investors to trade certain securities with other institutional investors without registering the trade with the SEC. Specifically, the rule allows private companies, both domestic and international, to sell unregistered securities, also known as Rule 144 securities, to qualified institution buyers (QIBs) through a broker-dealer.

~~OTHER ASSETS (ALTERNATIVES)~~

~~*Diversifying (Liquid Alternatives):* Primary objective shall be to enhance the risk-return profile of the overall portfolio. This can be accomplished by using liquid alternative strategies that may enhance returns at a reasonable level of risk or reduce volatility while providing a reasonable level of return. These asset classes may differ from traditional public market asset classes due to the use of certain strategies including short-selling, leverage, and derivatives. Liquid alternatives may also invest across asset classes. For purposes of asset allocation targets and limitations, liquid alternatives funds will be categorized under the specific asset class of the fund. For example, a long/short U.S. equity fund will be categorized as "Other" in the Growth Assets category while a long/short credit fund will be categorized as "Other" in the Income Assets category. Multi-strategy liquid alternatives funds that cannot be easily categorized under one asset class will be included in "Other" under either the Growth Assets or Income Assets category depending on the risk-return profile of the strategy.~~

~~*Real Assets:* Real assets are typically physical assets that have intrinsic worth due to their substance and properties. Real assets are primarily used for their lower correlation to traditional assets (i.e. stocks and bonds) and their inflation hedging properties. Categories of real asset investments include, but are not limited to, real estate, infrastructure, land, farmland, timberland, precious metals, and commodities. Public real assets are publicly traded and liquid. The benefit of lower correlation investments is that, when implemented correctly, these investments can potentially improve a portfolio's expected risk-adjusted return over the long-term. The real assets category can be extended to include other forms of assets that offer similar inflation hedging properties such as pooled vehicles holding: commodities contracts, Treasury Inflation Protected Securities ("TIPS"), index-linked derivative contracts, certain forms of intellectual property, and the equity of companies in businesses thought to hedge inflation. For purposes of asset allocation targets and limitations, real assets may be categorized as "Other" under~~

~~either the Growth Assets or Income Assets category or in the Real Return Assets category, depending on the nature and risk/return profile of the investment.~~

CASH EQUIVALENTS

Cash equivalents shall be held in funds complying with Rule 2(a)-7 of the Investment Company Act of 1940.

~~Portfolio Risk Hedging~~

~~Portfolio investments designed to hedge various risks including volatility risk, interest rate risk, etc. are allowed to the extent that the investments are not used for the sole purpose of leveraging Trust assets. One example of a hedge vehicle is an exchange traded fund ("ETF") which takes short positions.~~

Prohibited Investments

Except for purchase within authorized investments, securities having the following characteristics are not authorized and shall not be purchased: letter stock and other unregistered securities, direct commodities or commodity contracts, or private placements (with the exception of Rule 144A securities). Further, derivatives, options, or futures for the sole purpose of direct portfolio leveraging are prohibited. Direct/physical ownership of real estate, direct investments in crypto currency or crypto currency commingled funds, natural resource properties such as oil, gas or timber and the purchase of collectibles is also prohibited.

Safekeeping

All assets of the Trust shall be held by a custodian approved by the Administrator for safekeeping of Trust assets. The custodian shall produce statements on a monthly basis, listing the name and value of all assets held, and the dates and nature of all transactions in accordance with the terms in the Trust Agreement. Investments of the Trust not held as liquidity or investment reserves shall, at all times, be invested in interest-bearing accounts. Investments and portfolio securities may not be loaned.

Control Procedures

Review of Investment Objectives

The Advisor shall review annually and report to the Administrator the appropriateness of this Policy Statement for achieving the Trust's stated objectives. It is not expected that this Policy Statement will change frequently. In particular, short-term changes in the financial markets should not require an adjustment in this Policy Statement.

Review of Investment Performance

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The Advisor shall report on a quarterly basis to the Administrator to review the investment performance of the Trust. In addition, the Advisor will be responsible for keeping the Administrator advised of any material change in investment strategy, Managers, and other pertinent information potentially affecting performance of the Trust.

The Advisor shall compare the investment results on a quarterly basis to appropriate peer universe benchmarks, as well as market indices in both equity and fixed income markets. Examples of benchmarks and indexes that will be used include the Russell 3000 Index for broad U.S. equity strategies; S&P 500 Index for large cap U.S. equities, Russell 2000 Index for small cap U.S. equities, MSCI ACWI ex-U.S. Index for broad based non-U.S. equity strategies, MSCI Europe, Australasia, and Far East (EAFE) Index for developed markets international equities, MSCI World Core Infrastructure Index for listed infrastructure, MSCI US REIT Index for listed real estate, Bloomberg US Aggregate Bond Index for fixed income securities, and the U.S. 91 Day T-bill for cash equivalents. The Russell 3000 Index will be used to benchmark the U.S. equities portfolio; the MSCI ACWI ex-U.S. Index will be used to benchmark the non-U.S. equities portfolio; the Bloomberg US Aggregate Bond Index will be used to benchmark the fixed income portfolio. The categories "Other" will be benchmarked against appropriate indices depending on the specific characteristics of the strategies and funds used.

Voting of Proxies

The Administrator recognizes that proxies are a significant and valuable tool in corporate governance. The voting rights of individual stocks held in separate accounts or collective, common, or pooled funds will be exercised by the investment managers in accordance with their own proxy voting policies. The voting rights of funds will be exercised by the Advisor.

Adoption of Investment Policy Statement

Any changes and exceptions to this Policy Statement will be made in writing and adopted by the Administrator.

Approved by the Napa County Plan Administrator:

_____
Member

_____
Date

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Acknowledged by PFMAM Investment Manager:

_____

Member

_____

Date

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INVESTMENT POLICY STATEMENT

FOR

NAPA COUNTY

SECTION 115 TRUST PENSION FUND

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Adoption of Investment Policy Statement……11

Napa County "County" has established a section 115 Trust known as the Napa County Section 115 Pension Trust (the "Trust"). This Trust will be used to invest monies to fund the County's unfunded liability in the California Public Employee Retirement System ("CalPERS"). The County Board of Supervisors ("Board") has given authority to the Plan Administrator to establish and adopt the investment Policy Statement ("Policy Statement") for the following purposes.

Purpose

Funds set aside in the Section 115 Trust are safeguarded from diversion to other budgetary uses and generally may be invested in a broader range of securities than would typically be permitted for public agency operating funds, potentially increasing earnings. Therefore, higher returns can improve the County's ability to meet future pension obligations. An additional advantage of holding funds in the Trust rather than contributing an equivalent amount directly to CalPERS is that the County retains control over the timing and amount of disbursements from the Trust. Retaining control of the funds in the Trust provides the flexibility to meet current or accrued liabilities based on the financial circumstances at that time. The County also controls the timing of contributions to the Trust.

The main investment objective of the Trust is to achieve long-term growth of Trust assets by maximizing long-term rate of return on investments and minimizing risk of loss.

The purpose of this Policy Statement is to achieve the following:

1. Document investment objectives, performance expectations, and investment guidelines for Fund assets.

2. Establish an appropriate investment strategy for managing all Trust assets, including an investment time horizon, risk tolerance ranges, and asset allocation to provide sufficient diversification and overall return over the long-term time horizon of the Trust.

3. Establish investment guidelines to control overall risk and liquidity.

4. Establish periodic performance reporting requirements to monitor investment results and confirm that the investment policy is being followed.

5. Comply with fiduciary, prudence, due diligence, and legal requirements for Trust assets.

Investment Authority

The Board has appointed the Plan Administrator, (the "Administrator") to oversee certain policies and procedures related to the operation and administration of the Trust. The Administrator will have authority to implement the investment policy and guidelines in the best interest of the Trust to best satisfy the purposes of the Trust. In implementing this Policy Statement, the Administrator believes it may delegate certain functions to:

1. An investment advisor ("Advisor") to assist the Administrator in the investment process and to maintain compliance with this Policy Statement. The Advisor will accept the role as fiduciary for the Trust. The Advisor may assist the Administrator in establishing investment policy objectives and guidelines. The Advisor will adjust asset allocation for the Trust subject to the guidelines and limitations set forth in this Policy Statement. The Advisor will also select investment managers ("Managers") and strategies consistent with its role as a fiduciary for the Trust. The investment vehicles allowed may include mutual funds, commingled trusts, separate accounts, limited partnerships and other investment vehicles deemed to be appropriate by the Advisor. The Advisor is also responsible for monitoring and reviewing investment managers; measuring and evaluating performance; and other tasks as deemed appropriate in its role as Advisor for Trust assets. The Advisor may also select investments with discretion to purchase, sell, or hold specific securities, such as Exchange Traded Funds, that will be used to meet the Trust's investment objectives. The Advisor shall never take possession of securities, cash or other assets of the Trust, all of which shall be held by the custodian. The Advisor must be registered with the Securities and Exchange Commission.
2. A custodian selected by the Trust to maintain possession of physical securities and records of street name securities owned by the Trust, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the Trust.
3. A trustee appointed by the Trust, such as a bank trust department, if the Trust does not have its own Trustees, to assume fiduciary responsibility for the administration of Trust assets; provided, however, that if the Administrator shall have appointed an investment advisor, then any trustee appointed under this paragraph shall have no authority with respect to selection of investments.
4. Specialists such as attorneys, auditors, actuaries and, retirement plan consultants to assist the Administrator in meeting its responsibilities and obligations to administer Trust assets prudently.

Statement of Investment Objectives

The investment objectives of the Trust are as follows:

1. To invest assets of the Trust in a manner consistent with the following fiduciary standards: (a) all transactions undertaken must be for the sole interest of Trust beneficiaries, and (b) assets are to be diversified in order to minimize the impact of large losses from individual investments.
2. To provide for funding and anticipated withdrawals on a continuing basis for payment of benefits and reasonable expenses of operation of the Trust.
3. To enhance the value of Trust assets in real terms over the long-term through asset appreciation and income generation, while maintaining a reasonable investment risk profile.
4. Subject to performance expectations over the long-term, to minimize principal fluctuations over the Time Horizon (as defined below).

5. To achieve a long-term level of return commensurate with contemporary economic conditions and equal to or exceeding the investment objective set forth in this Policy Statement under the section labeled “Performance Expectations”.

Investment Guidelines

Within this section of the Policy Statement, several terms will be used to articulate various investment concepts. The descriptions are meant to be general and may share investments otherwise considered to be in the same asset class. They are:

"Equity Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on capital appreciation. Investments within the Equity Assets category can include income and risk mitigating characteristics, so long as the predominant investment risk and return characteristic is capital appreciation. Examples of such investments or asset classes are: domestic and international equities or equity funds, and publicly traded investments focused on equity risk mitigation or equity-like returns.

"Fixed Income Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on income generation. Investments within the Fixed Income Assets category can include capital appreciation and risk mitigating characteristics, so long as the primary investment risk and return characteristic is income generation. Examples of such investments or asset classes are: fixed income securities, or funds that are rated investment grade and below investment grade along with inflation protected securities, guaranteed investment contracts, and other investments focused on interest rate risk mitigation or income investment like returns.

"Lised Real Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are derived from real assets that include but are not limited to listed real estate, listed infrastructure commodities, and natural resources.

Time Horizon

The Trust’s investment objectives are based on a long-term investment horizon (“Time Horizon”) of five years or longer. Interim fluctuations should be viewed with appropriate perspective. The Administrator has adopted a long-term investment horizon such that the risks and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets. However, this portfolio of assets is viewed by the County as the first pool of assets that would be utilized to support pension expenses. As such, the time horizon for this portfolio could be less than five years based on budget conditions, or any increase in expenses arising from CalPERS.

Liquidity and Diversification

In general, the Trust may hold some cash, cash equivalent, and/or money market funds for near-term Trust benefits and expenses (the "Trust Distributions"). Remaining assets will be invested in longer-term investments and shall be diversified with the intent to minimize the risk of long-term investment losses. Consequently, the total portfolio will be constructed and maintained to provide diversification with regard to the concentration of holdings in individual issues, issuers, countries, governments or industries.

Asset Allocation

The Administrator believes that to achieve the greatest likelihood of meeting the Trust's investment objectives and the best balance between risk and return for optimal diversification, assets will be invested in accordance with the targets for each asset class as follows to achieve an average total annual rate of return that is equal to or greater than the Trust's target rate of return over the long-term, as described in the section titled "Performance Expectations".

	Asset Weightings	
Asset Classes	**Range**	**Target**
Equity Assets – Aggregate	**50% - 70%**	**60%**
Domestic Equity	20% - 50%	36%
International Equity	10% - 36%	18%
Listed Real Assets		
Listed REITs	0% - 10%	3%
Listed Infrastructure	0% - 10%	3%
Other	0% - 10%	0%
Fixed Income Assets - Aggregate	**30% - 50%**	**38%**
Investment Grade	25% - 50%	35%
Below Investment Grade	0% - 8%	3%
Cash Equivalents	0% - 20%	2%

The Advisor and each Manager will be evaluated against their peers on the performance of the total funds under their direct management.

Rebalancing Philosophy

The asset allocation range established by this Policy Statement represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside Policy Statement ranges. When allocations breach the specified ranges, the Advisor will

rebalance the assets within the specified ranges. Even when the asset mix falls within the specified range, the Advisor may rebalance based on market conditions.

Risk Tolerance

Subject to investment objectives and performance expectations, the Trust will be managed in a style that seeks to minimize principal fluctuations over the established Time Horizon.

Performance Expectations

Over the long-term, five years or longer, the performance objective for the Trust will be to achieve an average total annual rate of return that is equal to or greater than the Trust's blended benchmark target rate. Additionally, it is expected that the annual rate of return on Trust assets will be commensurate with the then prevailing investment environment. Measurement of this return expectation will be judged by reviewing returns in the context of industry standard benchmarks, peer universe comparisons for individual Trust investments and blended benchmark comparisons for the Trust in its entirety.

Selection of Investment Managers

The Advisor shall prudently select appropriate Managers to invest the assets of the Trust, through analysis surrounding performance vs. relevant benchmarks as well as peer groups, expense review, style consistency, manager tenure, and other factors.

- The Manager must provide historical quarterly performance data compliant with Global Investment Performance Standards (GIPS®), Securities & Exchange Commission ("SEC"), Financial Industry Regulatory Agency ("FINRA") or industry recognized standards, as appropriate.
- The Manager must provide detailed information on the history of the firm, key personnel, support personnel, key clients, and fee schedule (including most-favored-nation clauses). This information can be a copy of a recent Request for Proposal ("RFP") completed by the Manager or regulatory disclosure.
- The Manager must clearly articulate the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.
- The investment professionals making the investment decisions must have a minimum of three (3) years of experience managing similar strategies either at their current firm or at previous firms.
- Where other than common funds such as mutual funds or commingled trusts are utilized, the Manager must confirm receipt, understanding and adherence to this Policy Statement and any investment specific policies by signing a consent form provided to the Manager prior to investment of Trust assets.

Guidelines for Portfolio Holdings

Direct Investments by Advisor

Every effort shall be made, to the extent practical, prudent and appropriate, to select investments that have investment objectives and policies that are consistent with this Policy Statement (as outlined in the following sub-sections of the "Guidelines for Portfolio Holdings"). However, given the nature of the investments, it is recognized that there may be deviations between this Policy Statement and the objectives of these investments.

Limitations on Portfolio Holdings

EQUITIES

No more than 5% of the total equity portfolio valued at market may be invested in the common equity of any one corporation; ownership of the shares of one company shall not exceed 5% of those outstanding; and not more than 40% of equity valued at market may be held in any one sector, excluding pooled investments (eg. Mutual Funds, ETFs), as defined by Bloomberg (BB) Sector standards.

Domestic Equities. Other than the above constraints, there are no quantitative guidelines as to issues, industry or individual security diversification. However, prudent diversification standards should be developed and maintained by the Manager.

International Equities. The overall non-U.S. equity allocation should include a diverse global mix that is comprised of the equity of companies from multiple countries, regions and sectors.

LISTED REAL ASSETS

Listed Real Assets may consist of but are not limited to publicly traded real estate (REIT), publicly traded global infrastructure and infrastructure related companies, listed commodities and listed natural resources.

FIXED INCOME

Fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. The 5% limitation does not apply to issues of the U.S. Treasury or other Federal Agencies.

Eligible Investments for the individual fixed income portfolio

- Debt obligations of the U.S. Government, its agencies, and Government Sponsored Enterprises
- Mortgage-Backed Securities (MBS)
- Asset Backed Securities (ABS)
- Collateralized Mortgage Obligations (CMO)

- Commercial Mortgage-Backed Securities (CMBS)
- Corporate debt securities issued by U.S. or foreign entities including, but not limited to, limited partnerships, equipment trust certificates and enhanced equipment trust certificates
- Municipal Bonds
- Fixed income mutual funds.
- Eligible instruments issued pursuant to SEC Rule 144a (only if the Client is a documented Qualified Institutional Buyer ; QIB)

Parameters related to the individual fixed income portfolio

Quality

The individual securities portfolio will maintain a minimum weighted average effective quality of A- at all times. At the time of purchase, individual securities shall have a minimum effective quality rating of BBB-.

For purposes of determining an effective rating, when three agencies rate a security (S&P, Moodys, Fitch) the middle rating will be used. When only two of the three agencies rate a security the lower of the two ratings will be used. When only one agency rates a security that rating will be used.

Duration

The manager will maintain the portfolio duration within +/- 25% of the Bloomberg US Aggregate Bond Index duration at all times for the individual securities portfolio.

Diversification

- No more than 30% of the portfolio may be invested in securities issued under Rule 144A* without registration rights (no limit on Rule 144a securities with registration rights).

* Note: Rule 144A is an administrative rule under the SEC allowing, under certain circumstances, for qualified institutional investors to trade certain securities with other institutional investors without registering the trade with the SEC. Specifically, the rule allows private companies, both domestic and international, to sell unregistered securities, also known as Rule 144 securities, to qualified institution buyers (QIBs) through a broker-dealer.

CASH EQUIVALENTS

Cash equivalents shall be held in funds complying with Rule 2(a)-7 of the Investment Company Act of 1940.

Prohibited Investments

Except for purchase within authorized investments, securities having the following characteristics are not authorized and shall not be purchased: letter stock and other unregistered securities, direct commodities or commodity contracts, or private placements (with the exception of Rule 144A securities). Further, derivatives, options, or futures for the sole purpose of direct portfolio leveraging are prohibited. Direct/physical ownership of real estate, direct investments in crypto currency or crypto currency commingled funds, natural resource properties such as oil, gas or timber and the purchase of collectibles is also prohibited.

Safekeeping

All assets of the Trust shall be held by a custodian approved by the Administrator for safekeeping of Trust assets. The custodian shall produce statements on a monthly basis, listing the name and value of all assets held, and the dates and nature of all transactions in accordance with the terms in the Trust Agreement. Investments of the Trust not held as liquidity or investment reserves shall, at all times, be invested in interest-bearing accounts. Investments and portfolio securities may not be loaned.

Control Procedures

Review of Investment Objectives

The Advisor shall review annually and report to the Administrator the appropriateness of this Policy Statement for achieving the Trust's stated objectives. It is not expected that this Policy Statement will change frequently. In particular, short-term changes in the financial markets should not require an adjustment in this Policy Statement.

Review of Investment Performance

The Advisor shall report on a quarterly basis to the Administrator to review the investment performance of the Trust. In addition, the Advisor will be responsible for keeping the Administrator advised of any material change in investment strategy, Managers, and other pertinent information potentially affecting performance of the Trust.

The Advisor shall compare the investment results on a quarterly basis to appropriate peer universe benchmarks, as well as market indices in both equity and fixed income markets. Examples of benchmarks and indexes that will be used include the Russell 3000 Index for broad U.S. equity strategies; S&P 500 Index for large cap U.S. equities, Russell 2000 Index for small cap U.S. equities, MSCI ACWI ex-U.S. Index for broad based non-U.S. equity strategies, MSCI Europe, Australasia, and Far East (EAFE) Index for developed markets international equities, MSCI World Core Infrastructure Index for listed infrastructure, MSCI US REIT Index for listed real estate, Bloomberg US Aggregate Bond Index for fixed income securities, and the U.S. 91 Day T-bill for cash equivalents. The Russell 3000 Index will be used to benchmark the U.S. equities portfolio; the MSCI ACWI ex-U.S. Index will be used to benchmark the non-U.S. equities portfolio; the Bloomberg US Aggregate Bond Index will be used to

benchmark the fixed income portfolio. The categories "Other" will be benchmarked against appropriate indices depending on the specific characteristics of the strategies and funds used.

Voting of Proxies

The Administrator recognizes that proxies are a significant and valuable tool in corporate governance. The voting rights of individual stocks held in separate accounts or collective, common, or pooled funds will be exercised by the investment managers in accordance with their own proxy voting policies. The voting rights of funds will be exercised by the Advisor.

Adoption of Investment Policy Statement

Any changes and exceptions to this Policy Statement will be made in writing and adopted by the Administrator.

Approved by the Napa County Plan Administrator:

_____
Member

_____
Date

Acknowledged by PFMAM Investment Manager:

_____
Member

_____
Date

INVESTMENT POLICY STATEMENT

FOR

NAPA COUNTY

OTHER POST-EMPLOYMENT BENEFITS TRUST

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Adoption of Investment Policy Statement.....11

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Napa County "County" has established the Napa County Other Post-Employment Benefits Trust (the "Trust"). This Trust is intended to provide funding of non-pension post-employment benefits ("OPEB") for those employees who meet the age and service requirements outlined in the plan document. The County Board of Supervisors hereby adopts this Investment Policy Statement ("Policy Statement") for the following purposes.

.

Purpose

The main investment objective of the Trust is to achieve long-term growth of Trust assets by maximizing long-term rate of return on investments and minimizing risk of loss to fulfill the County's current and long-term OPEB obligations.

The purpose of this Policy Statement is to achieve the following:

1. Document investment objectives, performance expectations and investment guidelines for Trust assets.

2. Establish an appropriate investment strategy for managing all Trust assets, including an investment time horizon, risk tolerance ranges and asset allocation to provide sufficient diversification and overall return over the long-term time horizon of the Trust.

3. Establish investment guidelines to control overall risk and liquidity.

4. Establish periodic performance reporting requirements to monitor investment results and confirm that the investment policy is being followed.

5. Comply with fiduciary, prudence, due diligence and legal requirements for Trust assets.

Investment Authority

The Board has appointed the Plan Administrator, (the "Administrator") to oversee certain policies and procedures related to the operation and administration of the Trust. The Administrator will have authority to implement the investment policy and guidelines in the best interest of the Trust to best satisfy the purposes of the Trust. In implementing this Policy Statement, the Administrator believes it may delegate certain functions to:

1. An investment advisor ("Advisor") to assist the Administrator in the investment process and to maintain compliance with this Policy Statement. The Advisor will accept the role as a fiduciary for the Trust. The Advisor may assist the Administrator in establishing investment policy objectives and guidelines. The Advisor will adjust asset allocation for the Trust subject to the guidelines and limitations set forth in this Policy Statement. The Advisor will also select investment managers ("Managers") and strategies consistent with its role as a fiduciary for the

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Trust. The investment vehicles allowed may include mutual funds, commingled trusts, separate accounts, limited partnerships and other investment vehicles deemed to be appropriate by the Advisor. The Advisor is also responsible for monitoring and reviewing investment managers; measuring and evaluating performance; and other tasks as deemed appropriate in its role as Advisor for Trust assets. The Advisor may also select investments with discretion to purchase, sell, or hold specific securities, such as Exchange Traded Funds, that will be used to meet the Trust's investment objectives. The Advisor shall never take possession of securities, cash or other assets of the Trust, all of which shall be held by the custodian. The Advisor must be registered with the Securities and Exchange Commission.

2. A custodian selected by the Trust to maintain possession of physical securities and records of street name securities owned by the Trust, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the Trust.
3. A trustee appointed by the Trust, such as a bank trust department, if the Trust does not have its own Trustees, to assume fiduciary responsibility for the administration of Trust assets; provided, however, that if the Administrator shall have appointed an investment advisor, then any trustee appointed under this paragraph shall have no authority with respect to selection of investments.
4. Specialists such as attorneys, auditors, actuaries and, retirement plan consultants to assist the Administrator in meeting its responsibilities and obligations to administer Trust assets prudently.

Statement of Investment Objectives

The investment objectives of the Trust are as follows:

1. To invest assets of the Trust in a manner consistent with the following fiduciary standards: (a) all transactions undertaken must be for the sole interest of Trust beneficiaries, and (b) assets are to be diversified in order to minimize the impact of large losses from individual investments.
2. To provide for funding and anticipated withdrawals on a continuing basis for payment of benefits and reasonable expenses of operation of the Trust.
3. To enhance the value of Trust assets in real terms over the long-term through asset appreciation and income generation, while maintaining a reasonable investment risk profile.
4. Subject to performance expectations over the long-term, to minimize principal fluctuations over the Time Horizon (as defined below).
5. To achieve a long-term level of return commensurate with contemporary economic conditions and equal to or exceeding the investment objective set forth in this Policy Statement under the section labeled "Performance Expectations".

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Investment Guidelines

Within this section of the Policy Statement, several terms will be used to articulate various investment concepts. The descriptions are meant to be general and may share investments otherwise considered to be in the same asset class. They are:

"~~Growth~~Equity Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on capital appreciation. Investments within the ~~Growth~~ Equity Assets category can include income and risk mitigating characteristics, so long as the predominant investment risk and return characteristic is capital appreciation. Examples of such investments or asset classes are: domestic and international equities or equity funds, and ~~private or leveraged equity, and certain real estate investments,~~ publicly traded investments focused on equity risk mitigation or equity-like returns.

"Fixed Income Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on income generation. Investments within the Fixed Income Assets category can include capital appreciation and risk mitigating characteristics, so long as the primary investment risk and return characteristic is income generation. Examples of such investments or asset classes are: fixed income securities or funds that are rated investment grade and below investment grade~~,~~ along with inflation protected securities, guaranteed investment contracts, and ~~certain real estate~~ other investments focused on interest rate risk mitigation or income investment like returns.

"Listed ~~R~~real ~~Return~~ Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are derived from real assets that include but are not limited to listed real estate, listed infrastructure,~~focused on real returns, net of inflatio~~inflation~~n. Investments within the Real Return category may include, but are not limited to, inflation protected securities,~~ commodities, ~~certain real estate investments,~~ and natural resources~~., and liquid alternatives.~~

Time Horizon

The Trust's investment objectives are based on a long-term investment horizon ("Time Horizon") of five years or longer. Interim fluctuations should be viewed with appropriate perspective. The Administrator has adopted a long-term investment horizon such that the risks and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets

Liquidity and Diversification

In general, the Trust may hold some cash, cash equivalent, and/or money market funds for near-term Trust benefits and expenses (the "Trust Distributions"). Remaining assets will be invested in longer-term investments and shall be diversified with the intent to minimize the risk of long-term investment losses. Consequently, the total portfolio will be constructed and maintained to provide diversification with regard to the concentration of holdings in individual issues, issuers, countries, governments or industries.

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Asset Allocation

The Administrator believes that to achieve the greatest likelihood of meeting the Trust's investment objectives and the best balance between risk and return for optimal diversification, assets will be invested in accordance with the targets for each asset class as follows to achieve an average total annual rate of return that is equal to or greater than the Trust's target rate of return over the long-term, as described in the section titled "Performance Expectations".

~~Asset Classes~~	~~Asset Weightings~~ ~~Range~~	~~Target~~
~~**Growth Assets**~~		
~~Domestic Equity~~	~~29% - 49%~~	~~36.0%~~
~~International Equity~~	~~1% - 41%~~	~~18.0%~~
~~Other~~	~~0% - 20%~~	~~6.0%~~
~~**Income Assets**~~		
~~Fixed Income~~	~~21% - 50%~~	~~38%~~
~~Other~~	~~0% - 9%~~	~~0%~~
~~**Real Return Assets**~~	~~0% - 10%~~	~~0%~~
~~**Cash Equivalents**~~	~~0% - 20%~~	~~2%~~

Asset Classes	**Asset Weightings** **Range**	**Target**
Equity Assets – Aggregate	**50% - 70%**	**60%**
Domestic Equity	20% - 50%	36%
International Equity	10% - 36%	18%
Listed Real Assets		
Listed REITs	0% - 10%	3%
Listed Infrastructure	0% - 10%	3%
Other	0% - 10%	0%
Fixed Income Assets - Aggregate	**30% - 50%**	**38%**
Investment Grade	25% - 50%	35%
Below Investment Grade	0% - 8%	3%
Cash Equivalents	0% - 20%	2%

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The Advisor and each Manager will be evaluated against their peers on the performance of the total funds under their direct management.

Rebalancing Philosophy

The asset allocation range established by this Policy Statement represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside Policy Statement ranges. When allocations breach the specified ranges, the Advisor will rebalance the assets within the specified ranges. Even when the asset mix falls within the specified range, the ~~The~~ Advisor may ~~also~~ rebalance based on market conditions.

Risk Tolerance

Subject to investment objectives and performance expectations, the Trust will be managed in a style that seeks to minimize principal fluctuations over the established Time Horizon.

Performance Expectations

Over the long-term, five years or longer, the performance objective for the Trust will be to achieve an average total annual rate of return that is equal to or greater than the Trust's actuarial discount rate. Additionally, it is expected that the annual rate of return on Trust assets will be commensurate with the then prevailing investment environment. Measurement of this return expectation will be judged by reviewing returns in the context of industry standard benchmarks, peer universe comparisons for individual Trust investments and blended benchmark comparisons for the Trust in its entirety.

Selection of Investment Managers

The Advisor shall prudently select appropriate Managers to invest the assets of the Trust~~.~~, through analysis surrounding performance vs. relevant benchmarks as well as peer groups, expense review, style consistency, manager tenure, and other factors. ~~Managers must meet the following criteria:~~

- The Manager must provide historical quarterly performance data compliant with Global Investment Performance Standards (GIPS®), Securities & Exchange Commission ("SEC"), Financial Industry Regulatory Agency ("FINRA") or industry recognized standards, as appropriate.
- The Manager must provide detailed information on the history of the firm, key personnel, support personnel, key clients, and fee schedule (including most-favored-nation clauses). This information can be a copy of a recent Request for Proposal ("RFP") completed by the Manager or regulatory disclosure.

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- The Manager must clearly articulate the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.
- The investment professionals making the investment decisions must have a minimum of three (3) years of experience managing similar strategies either at their current firm or at previous firms.
- Where other than common funds such as mutual funds or commingled trusts are utilized, the Manager must confirm receipt, understanding and adherence to this Policy Statement and any investment specific policies by signing a consent form provided to the Manager prior to investment of Trust assets.

Guidelines for Portfolio Holdings

Direct Investments by Advisor

Every effort shall be made, to the extent practical, prudent and appropriate, to select investments that have investment objectives and policies that are consistent with this Policy Statement (as outlined in the following sub-sections of the "Guidelines for Portfolio Holdings"). However, given the nature of the investments, it is recognized that there may be deviations between this Policy Statement and the objectives of these investments.

Limitations on Portfolio Holdings

EQUITIES

No more than 5% of the total equity portfolio valued at market may be invested in the common equity of any one corporation; ownership of the shares of one company shall not exceed 5% of those outstanding; and not more than 40% of equity valued at market may be held in any one sector, excluding pooled investments (eg. Mutual Funds, ETFs), as defined by Bloomberg (BB) Sector standards.

Domestic Equities. Other than the above constraints, there are no quantitative guidelines as to issues, industry or individual security diversification. However, prudent diversification standards should be developed and maintained by the Manager.

International Equities. The overall non-U.S. equity allocation should include a diverse global mix that is comprised of the equity of companies from multiple countries, regions and sectors.

LISTED REAL ASSETS

Listed Real Assets may consist of but are not limited to publicly traded real estate (REIT), publicly traded global infrastructure and infrastructure related companies, listed commodities and listed natural resources.

FIXED INCOME

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Fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. The 5% limitation does not apply to issues of the U.S. Treasury or other Federal Agencies.

Eligible Investments ***for the individual fixed income portfolio***

- Debt obligations of the U.S. Government, its agencies, and Government Sponsored Enterprises
- Mortgage-Backed Securities (MBS)
- Asset Backed Securities (ABS)
- Collateralized Mortgage Obligations (CMO)
- Commercial Mortgage-Backed Securities (CMBS)
- Corporate debt securities issued by U.S. or foreign entities including, but not limited to, limited partnerships, equipment trust certificates and enhanced equipment trust certificates
- Municipal Bonds
- Fixed income mutual funds.
- Eligible instruments issued pursuant to SEC Rule 144a (only if the Client is a documented Qualified Institutional Buyer ; QIB)

Parameters related to the individual fixed income portfolio

Quality

The individual securities portfolio will maintain a minimum weighted average effective quality of A- at all times. At the time of purchase, individual securities shall have a minimum effective quality rating of BBB-.

For purposes of determining an effective rating, when three agencies rate a security (S&P, Moodys, Fitch) the middle rating will be used. When only two of the three agencies rate a security the lower of the two ratings will be used. When only one agency rates a security that rating will be used.

Duration

The manager will maintain the portfolio duration within +/- 25% of the Bloomberg US Aggregate Bond Index duration at all times for the individual securities portfolio.

Diversification

- No more than 30% of the portfolio may be invested in securities issued under Rule 144A* without registration rights (no limit on Rule 144a securities with registration rights).

* Note: Rule 144A is an administrative rule under the SEC allowing, under certain circumstances, for qualified institutional investors to trade certain securities with other institutional investors without registering the trade with the SEC. Specifically, the rule allows private companies, both domestic and

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international, to sell unregistered securities, also known as Rule 144 securities, to qualified institution buyers (QIBs) through a broker-dealer.

~~OTHER ASSETS (ALTERNATIVES)~~

~~*Diversifying (Liquid Alternatives):* Primary objective shall be to enhance the risk-return profile of the overall portfolio. This can be accomplished by using liquid alternative strategies that may enhance returns at a reasonable level of risk or reduce volatility while providing a reasonable level of return. These asset classes may differ from traditional public market asset classes due to the use of certain strategies including short-selling, leverage, and derivatives. Liquid alternatives may also invest across asset classes. For purposes of asset allocation targets and limitations, liquid alternatives funds will be categorized under the specific asset class of the fund. For example, a long/short U.S. equity fund will be categorized as "Other" in the Growth Assets category while a long/short credit fund will be categorized as "Other" in the Income Assets category. Multi-strategy liquid alternatives funds that cannot be easily categorized under one asset class will be included in "Other" under either the Growth Assets or Income Assets category depending on the risk-return profile of the strategy.~~

~~*Real Assets:* Real assets are typically physical assets that have intrinsic worth due to their substance and properties. Real assets are primarily used for their lower correlation to traditional assets (i.e. stocks and bonds) and their inflation hedging properties. Categories of real asset investments include, but are not limited to, real estate, infrastructure, land, farmland, timberland, precious metals, and commodities. Public real assets are publicly traded and liquid. The benefit of lower correlation investments is that, when implemented correctly, these investments can potentially improve a portfolio's expected risk-adjusted return over the long term. The real assets category can be extended to include other forms of assets that offer similar inflation-hedging properties such as pooled vehicles holding: commodities contracts, Treasury Inflation Protected Securities ("TIPS"), index-linked derivative contracts, certain forms of intellectual property, and the equity of companies in businesses thought to hedge inflation. For purposes of asset allocation targets and limitations, real assets may be categorized as "Other" under either the Growth Assets or Income Assets category or in the Real Return Assets category, depending on the nature and risk/return profile of the investment.~~

CASH EQUIVALENTS

Cash equivalents shall be held in funds complying with Rule 2(a)-7 of the Investment Company Act of 1940.

~~Portfolio Risk Hedging~~

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~~Portfolio investments designed to hedge various risks including volatility risk, interest rate risk, etc. are allowed to the extent that the investments are not used for the sole purpose of leveraging Trust assets. One example of a hedge vehicle is an exchange traded fund ("ETF") which takes short positions.~~

Prohibited Investments

Except for purchase within authorized investments, securities having the following characteristics are not authorized and shall not be purchased: letter stock and other unregistered securities, direct commodities or commodity contracts, or private placements (with the exception of Rule 144A securities). Further, derivatives, options, or futures for the sole purpose of direct portfolio leveraging are prohibited. Direct/physical ownership of real estate, direct investments in crypto currency or crypto currency commingled funds, natural resource properties such as oil, gas or timber and the purchase of collectibles is also prohibited.

Safekeeping

All assets of the Trust shall be held by a custodian approved by the Administrator for safekeeping of Trust assets. The custodian shall produce statements on a monthly basis, listing the name and value of all assets held, and the dates and nature of all transactions in accordance with the terms in the Trust Agreement. Investments of the Trust not held as liquidity or investment reserves shall, at all times, be invested in interest-bearing accounts. Investments and portfolio securities may not be loaned.

Control Procedures

Review of Investment Objectives

The Advisor shall review annually and report to the Administrator the appropriateness of this Policy Statement for achieving the Trust's stated objectives. It is not expected that this Policy Statement will change frequently. In particular, short-term changes in the financial markets should not require an adjustment in this Policy Statement.

Review of Investment Performance

The Advisor shall report on a quarterly basis to the Administrator to review the investment performance of the Trust. In addition, the Advisor will be responsible for keeping the Administrator advised of any material change in investment strategy, Managers, and other pertinent information potentially affecting performance of the Trust.

The Advisor shall compare the investment results on a quarterly basis to appropriate peer universe benchmarks, as well as market indices in both equity and fixed income markets. Examples of benchmarks and indexes that will be used include the Russell 3000 Index for broad U.S. equity strategies; S&P 500 Index for large cap U.S. equities, Russell 2000 Index for small cap U.S. equities, MSCI ACWI ex-U.S. Index for broad based non-U.S. equity strategies, MSCI Europe, Australasia, and Far East

(EAFE) Index for developed markets international equities, MSCI World Core Infrastructure Index for listed infrastructure, MSCI US REIT Index for listed real estate, Bloomberg US Aggregate Bond Index for fixed income securities, and the U.S. 91 Day T-bill for cash equivalents. The Russell 3000 Index will be used to benchmark the U.S. equities portfolio; the MSCI ACWI ex-U.S. Index will be used to benchmark the non-U.S. equities portfolio; the Bloomberg US Aggregate Bond Index will be used to benchmark the fixed income portfolio. The categories "Other" will be benchmarked against appropriate indices depending on the specific characteristics of the strategies and funds used.

Voting of Proxies

The Administrator recognizes that proxies are a significant and valuable tool in corporate governance. The voting rights of individual stocks held in separate accounts or collective, common, or pooled funds will be exercised by the investment managers in accordance with their own proxy voting policies. The voting rights of funds will be exercised by the Advisor.

Adoption of Investment Policy Statement

Any changes and exceptions to this Policy Statement will be made in writing and adopted by the Administrator.

Approved by the Napa County Plan Administrator:

_____
Member

_____
Date

Acknowledged by PFMAM Investment Manager:

_____
Member

_____
Date

DRAFT

INVESTMENT POLICY STATEMENT

FOR

NAPA COUNTY

OTHER POST-EMPLOYMENT BENEFITS TRUST

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Adoption of Investment Policy Statement……11

Napa County "County" has established the Napa County Other Post-Employment Benefits Trust (the "Trust"). This Trust is intended to provide funding of non-pension post-employment benefits ("OPEB") for those employees who meet the age and service requirements outlined in the plan document. The County Board of Supervisors hereby adopts this Investment Policy Statement ("Policy Statement") for the following purposes.

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Purpose

The main investment objective of the Trust is to achieve long-term growth of Trust assets by maximizing long-term rate of return on investments and minimizing risk of loss to fulfill the County's current and long-term OPEB obligations.

The purpose of this Policy Statement is to achieve the following:

1. Document investment objectives, performance expectations and investment guidelines for Trust assets.

2. Establish an appropriate investment strategy for managing all Trust assets, including an investment time horizon, risk tolerance ranges and asset allocation to provide sufficient diversification and overall return over the long-term time horizon of the Trust.

3. Establish investment guidelines to control overall risk and liquidity.

4. Establish periodic performance reporting requirements to monitor investment results and confirm that the investment policy is being followed.

5. Comply with fiduciary, prudence, due diligence and legal requirements for Trust assets.

Investment Authority

The Board has appointed the Plan Administrator, (the "Administrator") to oversee certain policies and procedures related to the operation and administration of the Trust. The Administrator will have authority to implement the investment policy and guidelines in the best interest of the Trust to best satisfy the purposes of the Trust. In implementing this Policy Statement, the Administrator believes it may delegate certain functions to:

1. An investment advisor ("Advisor") to assist the Administrator in the investment process and to maintain compliance with this Policy Statement. The Advisor will accept the role as a fiduciary for the Trust. The Advisor may assist the Administrator in establishing investment policy objectives and guidelines. The Advisor will adjust asset allocation for the Trust subject to the guidelines and limitations set forth in this Policy Statement. The Advisor will also select investment managers ("Managers") and strategies consistent with its role as a fiduciary for the

Trust. The investment vehicles allowed may include mutual funds, commingled trusts, separate accounts, limited partnerships and other investment vehicles deemed to be appropriate by the Advisor. The Advisor is also responsible for monitoring and reviewing investment managers; measuring and evaluating performance; and other tasks as deemed appropriate in its role as Advisor for Trust assets. The Advisor may also select investments with discretion to purchase, sell, or hold specific securities, such as Exchange Traded Funds, that will be used to meet the Trust's investment objectives. The Advisor shall never take possession of securities, cash or other assets of the Trust, all of which shall be held by the custodian. The Advisor must be registered with the Securities and Exchange Commission.

2. A custodian selected by the Trust to maintain possession of physical securities and records of street name securities owned by the Trust, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the Trust.
3. A trustee appointed by the Trust, such as a bank trust department, if the Trust does not have its own Trustees, to assume fiduciary responsibility for the administration of Trust assets; provided, however, that if the Administrator shall have appointed an investment advisor, then any trustee appointed under this paragraph shall have no authority with respect to selection of investments.
4. Specialists such as attorneys, auditors, actuaries and, retirement plan consultants to assist the Administrator in meeting its responsibilities and obligations to administer Trust assets prudently.

Statement of Investment Objectives

The investment objectives of the Trust are as follows:

1. To invest assets of the Trust in a manner consistent with the following fiduciary standards: (a) all transactions undertaken must be for the sole interest of Trust beneficiaries, and (b) assets are to be diversified in order to minimize the impact of large losses from individual investments.
2. To provide for funding and anticipated withdrawals on a continuing basis for payment of benefits and reasonable expenses of operation of the Trust.
3. To enhance the value of Trust assets in real terms over the long-term through asset appreciation and income generation, while maintaining a reasonable investment risk profile.
4. Subject to performance expectations over the long-term, to minimize principal fluctuations over the Time Horizon (as defined below).
5. To achieve a long-term level of return commensurate with contemporary economic conditions and equal to or exceeding the investment objective set forth in this Policy Statement under the section labeled "Performance Expectations".

Investment Guidelines

Within this section of the Policy Statement, several terms will be used to articulate various investment concepts. The descriptions are meant to be general and may share investments otherwise considered to be in the same asset class. They are:

"Equity Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on capital appreciation. Investments within the Equity Assets category can include income and risk mitigating characteristics, so long as the predominant investment risk and return characteristic is capital appreciation. Examples of such investments or asset classes are: domestic and international equities or equity funds, and publicly traded investments focused on equity risk mitigation or equity-like returns.

"Fixed Income Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are focused on income generation. Investments within the Fixed Income Assets category can include capital appreciation and risk mitigating characteristics, so long as the primary investment risk and return characteristic is income generation. Examples of such investments or asset classes are: fixed income securities or funds that are rated investment grade and below investment grade along with inflation protected securities, guaranteed investment contracts, and other investments focused on interest rate risk mitigation or income investment like returns.

"Listed real Assets" - a collection of investments and/or asset classes whose primary risk and return characteristics are derived from real assets that include but are not limited to listed real estate, listed infrastructure, commodities, and natural resources.

Time Horizon

The Trust's investment objectives are based on a long-term investment horizon ("Time Horizon") of five years or longer. Interim fluctuations should be viewed with appropriate perspective. The Administrator has adopted a long-term investment horizon such that the risks and duration of investment losses are carefully weighed against the long-term potential for appreciation of assets

Liquidity and Diversification

In general, the Trust may hold some cash, cash equivalent, and/or money market funds for near-term Trust benefits and expenses (the "Trust Distributions"). Remaining assets will be invested in longer-term investments and shall be diversified with the intent to minimize the risk of long-term investment losses. Consequently, the total portfolio will be constructed and maintained to provide diversification with regard to the concentration of holdings in individual issues, issuers, countries, governments or industries.

Asset Allocation

The Administrator believes that to achieve the greatest likelihood of meeting the Trust's investment objectives and the best balance between risk and return for optimal diversification, assets will be invested in accordance with the targets for each asset class as follows to achieve an average total annual rate of return that is equal to or greater than the Trust's target rate of return over the long-term, as described in the section titled "Performance Expectations".

	Asset Weightings	
Asset Classes	**Range**	**Target**
Equity Assets – Aggregate	**50% - 70%**	**60%**
Domestic Equity	20% - 50%	36%
International Equity	10% - 36%	18%
Listed Real Assets		
Listed REITs	0% - 10%	3%
Listed Infrastructure	0% - 10%	3%
Other	0% - 10%	0%
Fixed Income Assets - Aggregate	**30% - 50%**	**38%**
Investment Grade	25% - 50%	35%
Below Investment Grade	0% - 8%	3%
Cash Equivalents	0% - 20%	2%

The Advisor and each Manager will be evaluated against their peers on the performance of the total funds under their direct management.

Rebalancing Philosophy

The asset allocation range established by this Policy Statement represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside Policy Statement ranges. When allocations breach the specified ranges, the Advisor will rebalance the assets within the specified ranges. Even when the asset mix falls within the specified range, the Advisor may rebalance based on market conditions.

Risk Tolerance

Subject to investment objectives and performance expectations, the Trust will be managed in a style that seeks to minimize principal fluctuations over the established Time Horizon.

Performance Expectations

Over the long-term, five years or longer, the performance objective for the Trust will be to achieve an average total annual rate of return that is equal to or greater than the Trust's actuarial discount rate. Additionally, it is expected that the annual rate of return on Trust assets will be commensurate with the then prevailing investment environment. Measurement of this return expectation will be judged by reviewing returns in the context of industry standard benchmarks, peer universe comparisons for individual Trust investments and blended benchmark comparisons for the Trust in its entirety.

Selection of Investment Managers

The Advisor shall prudently select appropriate Managers to invest the assets of the Trust, through analysis surrounding performance vs. relevant benchmarks as well as peer groups, expense review, style consistency, manager tenure, and other factors.

- The Manager must provide historical quarterly performance data compliant with Global Investment Performance Standards (GIPS®), Securities & Exchange Commission ("SEC"), Financial Industry Regulatory Agency ("FINRA") or industry recognized standards, as appropriate.
- The Manager must provide detailed information on the history of the firm, key personnel, support personnel, key clients, and fee schedule (including most-favored-nation clauses). This information can be a copy of a recent Request for Proposal ("RFP") completed by the Manager or regulatory disclosure.
- The Manager must clearly articulate the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.
- The investment professionals making the investment decisions must have a minimum of three (3) years of experience managing similar strategies either at their current firm or at previous firms.
- Where other than common funds such as mutual funds or commingled trusts are utilized, the Manager must confirm receipt, understanding and adherence to this Policy Statement and any investment specific policies by signing a consent form provided to the Manager prior to investment of Trust assets.

Guidelines for Portfolio Holdings

Direct Investments by Advisor

Every effort shall be made, to the extent practical, prudent and appropriate, to select investments that have investment objectives and policies that are consistent with this Policy Statement (as outlined in the following sub-sections of the "Guidelines for Portfolio Holdings"). However, given the nature of the investments, it is recognized that there may be deviations between this Policy Statement and the objectives of these investments.

Limitations on Portfolio Holdings

EQUITIES

No more than 5% of the total equity portfolio valued at market may be invested in the common equity of any one corporation; ownership of the shares of one company shall not exceed 5% of those outstanding; and not more than 40% of equity valued at market may be held in any one sector, excluding pooled investments (eg. Mutual Funds, ETFs), as defined by Bloomberg (BB) Sector standards.

Domestic Equities. Other than the above constraints, there are no quantitative guidelines as to issues, industry or individual security diversification. However, prudent diversification standards should be developed and maintained by the Manager.

International Equities. The overall non-U.S. equity allocation should include a diverse global mix that is comprised of the equity of companies from multiple countries, regions and sectors.

LISTED REAL ASSETS

Listed Real Assets may consist of but are not limited to publicly traded real estate (REIT), publicly traded global infrastructure and infrastructure related companies, listed commodities and listed natural resources.

FIXED INCOME

Fixed income securities of any one issuer shall not exceed 5% of the total bond portfolio at time of purchase. The 5% limitation does not apply to issues of the U.S. Treasury or other Federal Agencies.

Eligible Investments for the individual fixed income portfolio

- Debt obligations of the U.S. Government, its agencies, and Government Sponsored Enterprises
- Mortgage-Backed Securities (MBS)
- Asset Backed Securities (ABS)
- Collateralized Mortgage Obligations (CMO)
- Commercial Mortgage-Backed Securities (CMBS)
- Corporate debt securities issued by U.S. or foreign entities including, but not limited to, limited partnerships, equipment trust certificates and enhanced equipment trust certificates
- Municipal Bonds
- Fixed income mutual funds.
- Eligible instruments issued pursuant to SEC Rule 144a (only if the Client is a documented Qualified Institutional Buyer ; QIB)

Parameters related to the individual fixed income portfolio

Quality

The individual securities portfolio will maintain a minimum weighted average effective quality of A- at all times. At the time of purchase, individual securities shall have a minimum effective quality rating of BBB-.

For purposes of determining an effective rating, when three agencies rate a security (S&P, Moodys, Fitch) the middle rating will be used. When only two of the three agencies rate a security the lower of the two ratings will be used. When only one agency rates a security that rating will be used.

Duration

The manager will maintain the portfolio duration within +/- 25% of the Bloomberg US Aggregate Bond Index duration at all times for the individual securities portfolio.

Diversification

- No more than 30% of the portfolio may be invested in securities issued under Rule 144A* without registration rights (no limit on Rule 144a securities with registration rights).

* Note: Rule 144A is an administrative rule under the SEC allowing, under certain circumstances, for qualified institutional investors to trade certain securities with other institutional investors without registering the trade with the SEC. Specifically, the rule allows private companies, both domestic and international, to sell unregistered securities, also known as Rule 144 securities, to qualified institution buyers (QIBs) through a broker-dealer.

CASH EQUIVALENTS

Cash equivalents shall be held in funds complying with Rule 2(a)-7 of the Investment Company Act of 1940.

Prohibited Investments

Except for purchase within authorized investments, securities having the following characteristics are not authorized and shall not be purchased: letter stock and other unregistered securities, direct commodities or commodity contracts, or private placements (with the exception of Rule 144A securities). Further, derivatives, options, or futures for the sole purpose of direct portfolio leveraging are prohibited. Direct/physical ownership of real estate, direct investments in crypto currency or crypto currency commingled funds, natural resource properties such as oil, gas or timber and the purchase of collectibles is also prohibited.

Safekeeping

All assets of the Trust shall be held by a custodian approved by the Administrator for safekeeping of Trust assets. The custodian shall produce statements on a monthly basis, listing the name and value of all assets held, and the dates and nature of all transactions in accordance with the terms in the Trust Agreement. Investments of the Trust not held as liquidity or investment reserves shall, at all times, be invested in interest-bearing accounts. Investments and portfolio securities may not be loaned.

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The Advisor shall compare the investment results on a quarterly basis to appropriate peer universe benchmarks, as well as market indices in both equity and fixed income markets. Examples of benchmarks and indexes that will be used include the Russell 3000 Index for broad U.S. equity strategies; S&P 500 Index for large cap U.S. equities, Russell 2000 Index for small cap U.S. equities, MSCI ACWI ex-U.S. Index for broad based non-U.S. equity strategies, MSCI Europe, Australasia, and Far East (EAFE) Index for developed markets international equities, MSCI World Core Infrastructure Index for listed infrastructure, MSCI US REIT Index for listed real estate, Bloomberg US Aggregate Bond Index for fixed income securities, and the U.S. 91 Day T-bill for cash equivalents. The Russell 3000 Index will be used to benchmark the U.S. equities portfolio; the MSCI ACWI ex-U.S. Index will be used to benchmark the non-U.S. equities portfolio; the Bloomberg US Aggregate Bond Index will be used to benchmark the fixed income portfolio. The categories "Other" will be benchmarked against appropriate indices depending on the specific characteristics of the strategies and funds used.

Voting of Proxies

The Administrator recognizes that proxies are a significant and valuable tool in corporate governance. The voting rights of individual stocks held in separate accounts or collective, common, or pooled funds will be exercised by the investment managers in accordance with their own proxy voting policies. The voting rights of funds will be exercised by the Advisor.

Adoption of Investment Policy Statement

Any changes and exceptions to this Policy Statement will be made in writing and adopted by the Administrator.

Approved by the Napa County Plan Administrator:

_____
Member

_____
Date

Acknowledged by PFMAM Investment Manager:

_____
Member

_____
Date

COUNTY OF NAPA
RETIREE HEALTHCARE PLAN

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

June 30, 2023 OPEB Actuarial Valuation
Plan Funding for 2025/26 and 2026/27

Doug Pryor, ASA, EA, MAAA
Tak Frazita, FSA, EA, MAAA
Joseph Herm
Foster & Foster, Inc.

September 3, 2024

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BENEFIT SUMMARY

■ Retiree Healthcare Benefits	■ Overview: ■ Benefit not less than PEMHCA minimum (originally unequal method with phase in to 100% complete in 2022): • 2023 benefit $151 • 2024 benefit $157

Group Covered[1]		Benefit[2]
All employees		Sick Leave Conversion (SLC)
Management/Public Service		Long-Term Service Benefit (LTSB)
Management	Participation < 2013[3]	Lifetime Benefit
	Participation ≥ 2013	Officer's Service Conversion Benefit

[1] Management includes Confidential, Classified, Non-Classified and Court employees in the same classification. Public Service includes Court employees in the same classification hired prior to 1/1/2001
[2] Retirees get to choose from one of the benefits, if eligible
[3] Requires employee hired and appointed, or elected, prior to 2013.

BENEFIT SUMMARY

Sick Leave Conversion	
■ Eligibility	■ Service or Disability retire directly from County under CalPERS ■ Minimum 120 hours unused sick leave ■ One time choice at retirement ■ Cannot be banked to use at a future date
■ Benefit	■ Sick leave hours pay for medical, Medicare Part B and dental premiums ■ Monthly limit of Kaiser Bay Area non-Medicare premium ■ PEMHCA minimum only if waive and re-elect
■ Sick Leave	

	Law Enforcement	Management	Public Service
Accrual per year	■ 96 hours	■ 98.8 hours	■ 98.8 hours
Conversion Rate	■ 8 hrs = 1 month EE coverage		
	■ 16 hrs = 1 month EE+1 coverage ■ Max – 1,800 hours		■ Max – 1,248 hours
Surviving Spouse Benefit	■ Based on retirement plan election	■ None	

BENEFIT SUMMARY

Long-Term Service Benefit	
■ Eligibility	■ Management/Public Service employees ■ Retire Age 50 & 20 years of County service
■ Benefit	■ County pays lesser of retiree single premium and cap until age 65 ■ Cap is the most common active employee non-Medicare premium (Currently Kaiser Region 1) ■ Sick leave conversion can be used for dental or sick leave hours applied to CalPERS service credit
■ Other	■ No benefit (other than PEMHCA minimum) for: • surviving spouses • waived retirees who re-elect coverage

BENEFIT SUMMARY

Lifetime Benefit	
■ Eligibility	■ Non-Classified Department Head & Elected Officials[4] ■ Hired < 1/1/2013 ■ 8 yrs of County service, with 5+ yrs in Non-Classified (deferred termination benefit)
■ Benefit	<table><tr><th>DOP[5]</th><th>Benefit</th></tr><tr><td>< 7/10/07</td><td>County pays medical/dental/vision/Medicare Part B reimbursement family coverage for life</td></tr><tr><td>7/10/07 - 12/31/12</td><td>County pays medical/ dental/vision/ Medicare Part B EE+1 for life. Medical capped at most enrolled active plan (Kaiser non-Medicare)</td></tr><tr><td>≥ 1/1/13</td><td>Not eligible. Eligible Officer Service Conversion Benefit</td></tr></table>
■ Other	■ Benefit continues to surviving spouse ■ No sick leave conversion benefit (sick leave hours would be used for additional CalPERS service credit)

[4] Only Elected Officials elected prior to 1/1/2013.
[5] Date of election or appointment

BENEFIT SUMMARY

Officer's Service Conversion Benefit	
■ Eligibility	■ All officers ■ Elected or appointed after 1/1/2013[6] ■ 15 months of County service
■ Benefit	■ 1 month EE premiums paid for each month County service ■ 1 month EE+1 premiums paid for each 2 months County service ■ Max 225 months ■ Cap is the most common active employee non-Medicare premium (Currently Kaiser Region 1)

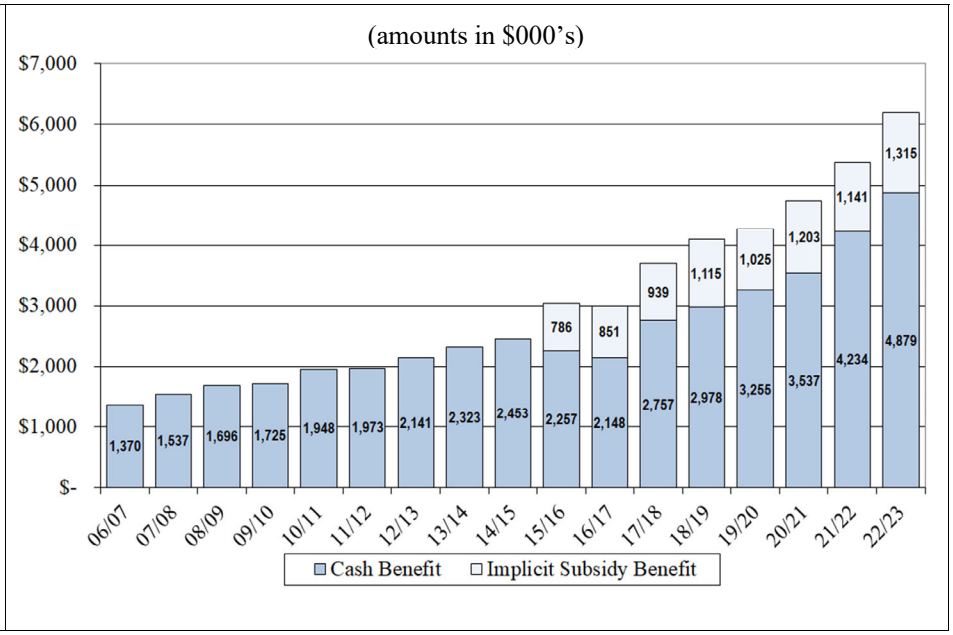
[6] Choose between Officers' Service Conversion Benefits, Long Term Service Benefits, or Sick Leave Conversion benefits.

BENEFIT SUMMARY

Court Benefits	
■ Eligibility	■ Retired < 1/1/01 – County responsible for retiree healthcare benefits ■ Hired < 1/1/01 – County share based on service as of 1/1/01 ■ Hired > 1/1/01 – Not County responsibility
■ Benefit	■ JRS pays full healthcare premium and Medicare Part B for retired judges. County reimburses the rest if any.

BENEFIT SUMMARY

- Pay-As-You-Go Costs



BENEFIT SUMMARY

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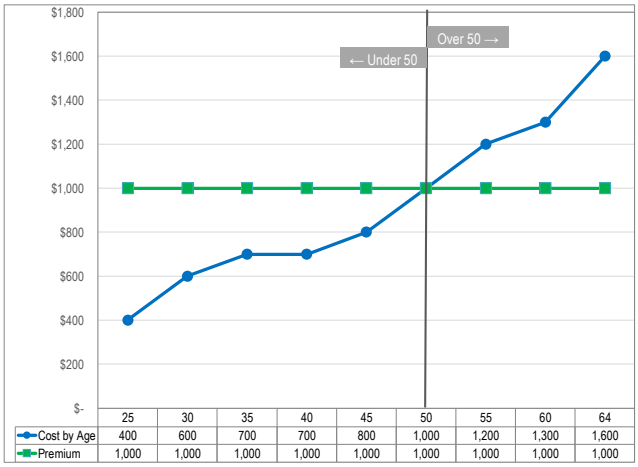
IMPLICIT SUBSIDY

- For PEMHCA, employer cost for allowing retirees to participate at active rates.
- General trend:



	25	30	35	40	45	50	55	60	64
Cost by Age	400	600	700	700	800	1,000	1,200	1,300	1,600
Premium	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000

- Sample active age 40, retire age 60:

Premiums		PEMHCA		Cost of Benefits
$1,000 Active	→	$2,000	→	$400 Active
$1,000 Retiree	→		→	$1,600 Retiree

IMPLICIT SUBSIDY

- GASB defers to actuarial standards of practice
- Current Actuarial Standards of Practice No. 6[7] (ASOP 6) requires community rated plans such as PEMHCA to value liability using premiums, resulting in no implicit subsidy
- June 30, 2013 valuation and later valuations include the implicit subsidy (County implemented early)

[7] Measuring Retiree Group Benefits Obligations and Determining Retiree Group Benefits Plan Costs or Contributions.

PARTICIPANT STATISTICS

Actives[8]

	6/30/13	6/30/15	6/30/17	6/30/19	6/30/21	6/30/23
■ Count	1,314	1,370	1,389	1,413	1,366	1,422
■ Average Age	45.9	45.9	45.7	45.2	44.6	44.2
■ Average County Service	10.9	11.0	10.5	10.3	10.2	9.6
■ Unused Sick Leave Hours						
• Average	353	349	343	331	352	349
• Total (000s)	464	478	476	467	481	496
■ Salary						
• Average	$71,500	$78,000	$81,300	$87,000	$91,300	$98,600
• Total (000s)	94,003	106,827	112,931	123,349	124,737	140,191

[8] Excludes Court employees hired after 1/1/01.

PARTICIPANT STATISTICS

Inactives

	6/30/13	6/30/15	6/30/17[9]	6/30/19	6/30/21	6/30/23
■ Service Retirees[10]						
• Total Count	470	481	834	910	1,009	1,064
• Avg. Age	68.1	68.6	70.9	71.2	71.1	71.4
• Avg. Ret. Age[11]	59.6	59.6	59.4	59.6	59.7	59.6
■ Disabled Retirees						
• Total Count	19	17	53	57	56	57
• Avg. Age	62.8	66.5	65.3	66.2	65.4	65.0
• Avg. Ret. Age	51.8	52.0	46.3	47.1	46.4	46.7
■ Vested Term						
• Total Count	1	1	2	2	2	1
• Avg. Age	57.9	52.9	58.4	56.8	58.8	54.0

[9] CalPERS PEMHCA data used for the 6/30/17 valuation. It includes 323 retirees/survivors not in the 6/30/15 valuation: 310 waived, 10 receiving PEMHCA Minimum only, 2 lifetime benefitting survivors, and 1 retiree with sick leave conversion.
[10] Includes surviving spouses.
[11] Excludes surviving spouses.

PARTICIPANT STATISTICS

Actives - Courts[12]

	6/30/13	6/30/15	6/30/17	6/30/19	6/30/21	6/30/23
■ Count	42	34	33	25	18	6
■ Average Age	51.0	51.7	53.3	54.4	56.4	58.0
■ Average County Service	19.4	20.2	20.5	22.7	24.2	24.1
■ Unused Sick Leave Hours:						
• Average	385	495	580	642	658	876
• Total (000s)	16	17	19	16	12	5
■ Salary						
• Average	n/a	n/a	n/a	n/a	n/a	n/a
• Total (000s)	n/a	n/a	n/a	n/a	n/a	n/a

[12] Excludes Court employees hired after 1/1/01.

PARTICIPANT STATISTICS

Inactives - Courts

	6/30/13	6/30/15	6/30/17	6/30/19	6/30/21	6/30/23
■ Count:						
• Count < 65	11	13	13	14	15	17
• Count ≥ 65	10	13	14	19	19	23
• Total Count	21	26	27	33	34	40
■ Avg. Age	63.3	64.9	66.6	67.3	65.9	66.7
■ Avg. Ret. Age	57.4	57.7	57.7	58.5	57.9	58.0

Participant Reconciliation

	Actives	Retirees				
		Service	Disabled	Survivors	VT	Total
■ **June 30, 2021**	1,366	920	56	89	2	1,067
• Terminations	(183)	-	-	-	1	1
• New Retirees	(97)	93	6	-	(2)	97
• Retiree Deaths w/o Survivor[13]	-	(33)	(4)	(13)	-	(50)
• Deaths with Survivor	(1)	(6)	(1)	8	-	1
• New Hires	337	-	-	-	-	-
• Rehires	-	-	-	-	-	-
• Data Corrections[14]	-	4	-	2	-	6
■ **June 30, 2023**	1,422	978	57	86	1	1,122

[13] 6/30/21 retirees not in 6/30/23 data are assumed to be deceased.
[14] Includes 6 waived retirees. The impact on liability is very small.

PARTICIPANT STATISTICS

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ACTUARIAL ASSUMPTIONS HIGHLIGHTS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Valuation Date	■ June 30, 2021 ■ FY 2023/24 & 2024/25 (end of year payment) ■ 2-year lag period	■ June 30, 2023 ■ FY 2025/26 & 2026/27 (end of year payment) ■ 2-year lag period
■ Funding Policy	■ Full ADC contribution	■ Same
■ General Inflation	■ 2.50%	■ Same
■ Payroll Increases	■ Aggregate Increases – 2.75% ■ Merit Increases – CalPERS 2000-2019 Experience Study	■ Same
■ Discount Rate	■ PARS Balanced Fund ■ 5.75%	■ Same

ACTUARIAL ASSUMPTIONS HIGHLIGHTS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Mortality, Withdrawal, Disability	■ CalPERS 2000-2019 Experience Study ■ Mortality Improvement Scale MP-2021	■ Same
■ Retirement	■ CalPERS 2000-2019 Experience Study	■ Same

ACTUARIAL ASSUMPTIONS HIGHLIGHTS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Healthcare Trend	Increase from Prior Year Non-Medicare All Plans / Medicare Plans Non-Kaiser / Medicare Plans Kaiser 2021 Actual Premiums 2022 Actual Premiums 2023 6.50% 5.65% 4.60% 2024 6.25% 5.45% 4.45% ↓ ↓ ↓ ↓ 2030 4.95% 4.45% 4.05% 31-35 4.80% 4.35% 4.00% 36-45 4.65% 4.25% 3.95% 46-55 4.50% 4.20% 3.90% 56-65 4.35% 4.15% 3.85% 66-75 4.05% 3.95% 3.80% 2076+ 3.75% 3.75% 3.75%	Increase from Prior Year Non Medicare / Medicare Plans Non-Kaiser / Medicare Plans Kaiser 2023 Actual Premiums 2024 Actual Premiums 2025 8.50% 7.50% 6.25% ↓ ↓ ↓ ↓ 2030 5.60% 5.25% 4.85% 2031 5.05% 4.85% 4.65% 2032-38 4.45% 4.45% 4.45% 2039-40 4.35% 4.35% 4.35% 2041 4.30% 4.30% 4.30% 2042-44 4.25% 4.25% 4.25% 2045-47 4.20% 4.20% 4.20% 2048-50 4.15% 4.15% 4.15% ↓ ↓ ↓ ↓ 2076+ 3.45% 3.45% 3.45%

ACTUARIAL ASSUMPTIONS HIGHLIGHTS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ PEMHCA Minimum Increases	Year / PEMHCA Minimum / Unequal Method 2021 $ 143.00 $ 135.85 2022 149.00 149.00 2023 151.00 151.00 2024+ Increases at CPI-U Medical (4.00%)	Year / PEMHCA Minimum / Unequal Method 2023 $ 151.00 $ 151.00 2024 157.00 157.00 2025 158.00 158.00 2026+ Increases at CPI-U Medical (3.50%)
■ Dental and Vision Increases	■ 2.50%	■ Same

ACTUARIAL ASSUMPTIONS HIGHLIGHTS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Medicare B Premium Increases	Year / Active / Retiree 2021 $148.50 Current 2022 170.10 Premium 2023+ Increase with Post-Medicare Health Trend	Year / Active / Retiree 2023 $164.90 Current 2024 174.70 Premium 2025+ Increase with Post-Medicare Health Trend
■ Administration Fees (included in Normal Cost)	■ PEMHCA - 0.25% of retiree premium ■ PARS - 0.16% of assets	■ PEMHCA - 0.30% of retiree premium Cost ■ PARS - 0.14% of assets

ACTUARIAL ASSUMPTIONS HIGHLIGHTS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Medical Plan at Retirement	■ Actives Medical Plan / Pre-65 / Post-65 Kaiser 75% 70% PERS Choice 20% 20% PERSCare 5% 10% ■ Retirees < 65: • Pre-65: Same as current election • Post 65: Post 65 assumptions for actives ■ Retirees ≥ 65: Same as current election	■ Actives Medical Plan / Pre-65 / Post-65 Kaiser 70% 70% PERS Gold 5% 0% PERS Platinum 25% 30% ■ Retirees < 65: • Pre-65: Same • Post 65: Same ■ Retirees ≥ 65: Same

ACTUARIAL ASSUMPTIONS HIGHLIGHTS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Sick Leave Usage[15]	■ 60% ■ Based on current experience	■ Based on group: • Law Enforcement: 35% • Management: 40% • Public Service: 60% ■ Based on current experience

[15] Usage rate while active. Unused sick leave hours are available for Sick Leave Conversion Benefit.

ACTUARIAL METHODS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Unfunded Liability Amortization	■ 15-year fresh start for 2023/24 ADC	■ 2023/24 UAAL amortized over 15 year fixed (closed) period (13 years remaining on 6/30/25) ■ 15 year fixed (closed) period for subsequent gains/losses
■ Actuarial Value of Assets	■ Investment gains and losses spread over 5-year open period ■ Not less than 80% nor more than 120% of market value	■ Market value of assets
■ Future New Entrants	■ No future hires included in valuation	

PARS Balance Fund – Real Rates of Return

	Policy Target Allocation	Advisor Average Real Rates of Return[16]		
		1st 10 years	After 10 years	Geometric Average
■ Global Equity	60%	3.81%	5.31%	4.56%
■ Fixed Income	35%	-0.48%	2.06%	0.78%
■ Cash	5%	-1.21%	0.21%	-0.50%
■ Total	100%			

[16] Foster & Foster discount rate analysis based on capital market assumptions from 8 investment advisors: JP Morgan, BNY Mellon, Callan, NEPC, Verus, Meketa, PFM, Wilshire (Mar. 2021)

PARS Balance Fund – Expected Discount Rate

	Balance Fund
■ Discount Rate (50% Confidence Level)	
• Gross Return	5.97%
• Investment Fees	-0.15%
• Net Return	5.82%
• Rounded Net Return	5.75%

Market Value of Plan Assets

(Amounts in 000's)

	2021/22	2022/23	2023/24	Projected 2024/25[17]
■ **Market Value (Beginning of Year)**	$109,040	$98,156	$109,996	$124,154
• Employer Contribution	4,293	3,153	59	-
• Benefit Payment[18]	-	-	-	-
• Administrative Expenses	(142)	(135)	(146)	(174)
• Investment Expenses	(144)	(135)	(147)	n/a
• Investment Return	(14,891)	8,958	14,391	7,134
■ **Market Value (End of Year)**	98,156	109,996	124,154	131,114
■ **Approximate Annual Return**	(13.6%)	8.9%	12.9%	5.7%

[17] Projected using assumed 5.75% rate of return for 2024/25

[18] All benefit payments made by the County outside of the trust. Contributions made to trust are net of benefit payments.

Actuarial Value of Plan Assets

(Amounts in 000's)

	2021/22	2022/23
■ **AVA (Beginning of Year)**	$97,167	$105,213
• Employer Contribution	4,293	3,153
• Benefit Payment	-	-
• Expected Investment Return	5,517	5,996
■ **Expected AVA (End of Year)**	106,977	114,362
• **MVA (End of Year)**	98,156	109,996
■ **MVA – Expected AVA**	(8,821)	(4,365)
■ **1/5 of (MVA – Expected AVA)**	(1,764)	(873)
■ **Preliminary AVA[19]**	105,213	113,489
• Minimum AVA (80% of MVA)	78,525	87,997
• Maximum AVA (120% of	117,788	131,996
■ **AVA (End of Year)**	105,213	113,489
■ **Approximate Annual Return**	4.0%	4.9%

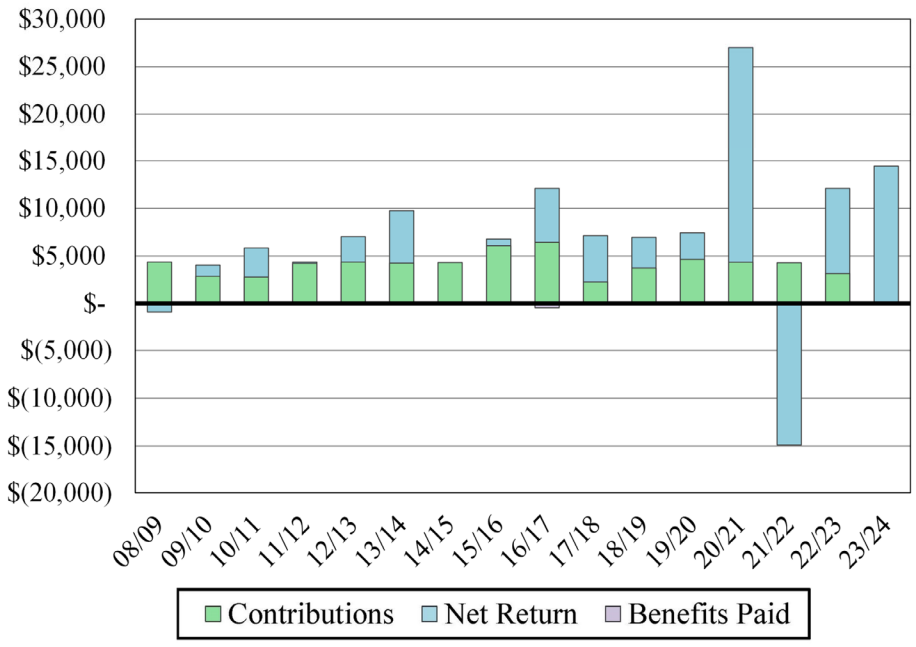
[19] Expected AVA plus 20% of the difference between the MVA and expected AVA.

Actuarial Value of Assets

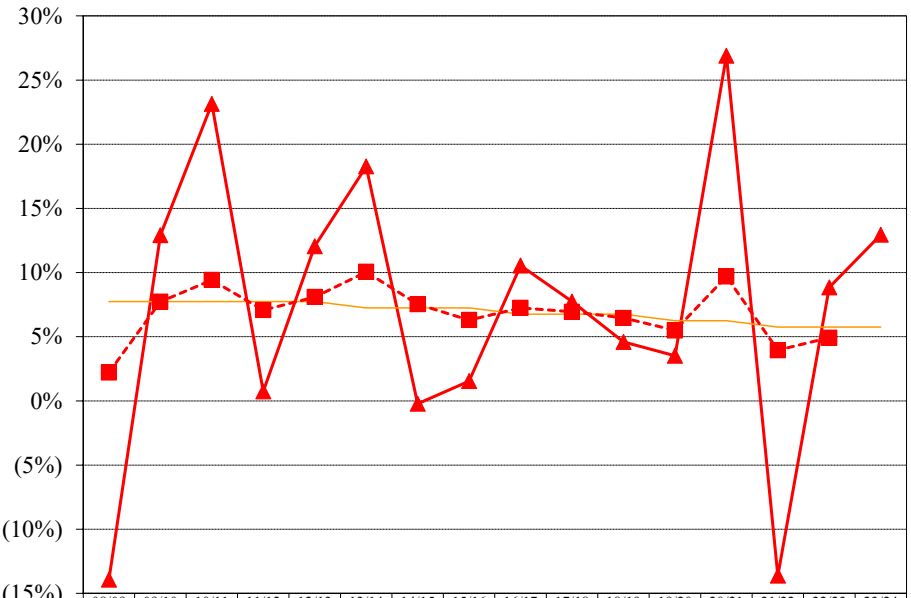
- Historical ADC's based on smoothed Actuarial Value of Assets
  - Targeted 100% funding on a smooth path
- 6/30/23 valuation
  - Recommend change to market value
  - Better reflect actual funded status
  - Address contribution volatility with 5 year ramp-up amortization on future investment gains/losses

Historical Market Value of Asset Changes

(Amounts in 000's)



Historical Annualized Asset Returns



	08/09	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24
Market Value	-13.9%	12.9%	23.2%	0.7%	12.0%	18.3%	-0.2%	1.5%	10.6%	7.7%	4.6%	3.5%	26.9%	-13.6%	8.9%	12.9%
Expected Return	7.75%	7.75%	7.75%	7.75%	7.75%	7.25%	7.25%	7.25%	6.75%	6.75%	6.75%	6.25%	6.25%	5.75%	5.75%	5.75%
Actuarial Value	2.2%	7.7%	9.4%	7.1%	8.1%	10.1%	7.5%	6.3%	7.2%	6.9%	6.5%	5.5%	9.7%	4.0%	4.9%	

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Funded Status

(Amounts in 000's)

	6/30/21	6/30/23	Projected 6/30/25[20]
■**Present Value of Benefits**			
• Actives	$109,573	$128,639	
• Retirees	41,031	47,752	
• Total	150,604	176,391	
■**Actuarial Accrued Liability (AAL)**			
• Actives	59,985	68,477	
• Retirees	41,031	47,752	
• Total	101,016	116,229	$130,266
■**Assets**[21]	97,167	109,996	131,114
■**Unfunded Liability**	3,849	6,233	(848)
■**Funded Ratio (Assets/AAL)**			
• Market Value Assets	107.9%	94.6%	100.7%
• Actuarial Value Assets	96.2%	n/a	n/a

[20] Assumes no contributions to the trust, nor benefits paid from the trust 7/1/24 – 6/30/25.
[21] Actuarial value for 6/30/21, market value for 6/30/23 and projected 6/30/25.

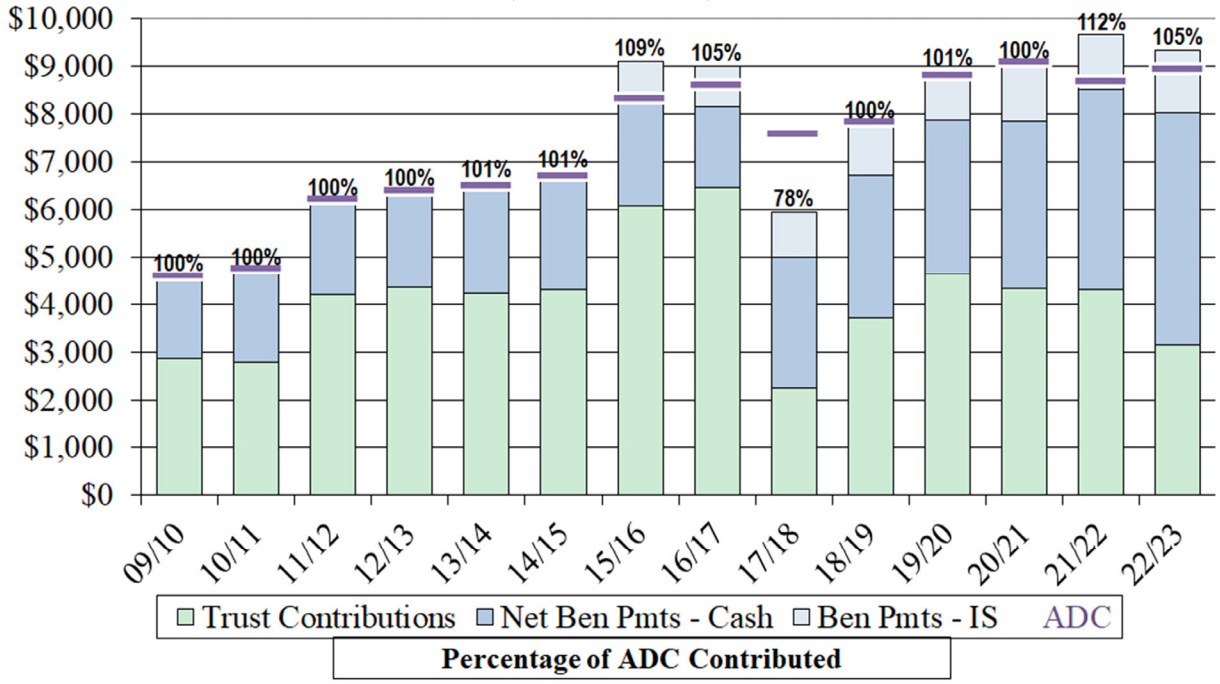
Actuarial Gains & Losses

(Amounts in 000's)

	AAL	Assets	UAAL
■**6/30/2021 Actual Value**	$101,016	$97,167	$3,849
■**6/30/2023 Expected Value**	112,805	116,235	(3,430)
■**Experience (Gains)/Losses**			
• Premiums and caps larger than expected	430	-	430
• Demographic & Other	(975)	-	(975)
■**Assumption (Gains)/Losses**			
• Medical trend update	2,488	-	2,488
• Sick Leave Usage assumption change	1,481	-	1,481
■**Contribution and Investment Gains/(Losses)**	-	(2,747)	1,747
■**Change to Market Value of Assets**	-	(3,493)	3,493
■**Total Changes**	3,424	(6,240)	9,663
■**6/30/2023 Actual Value**	116,229	109,996	6,233

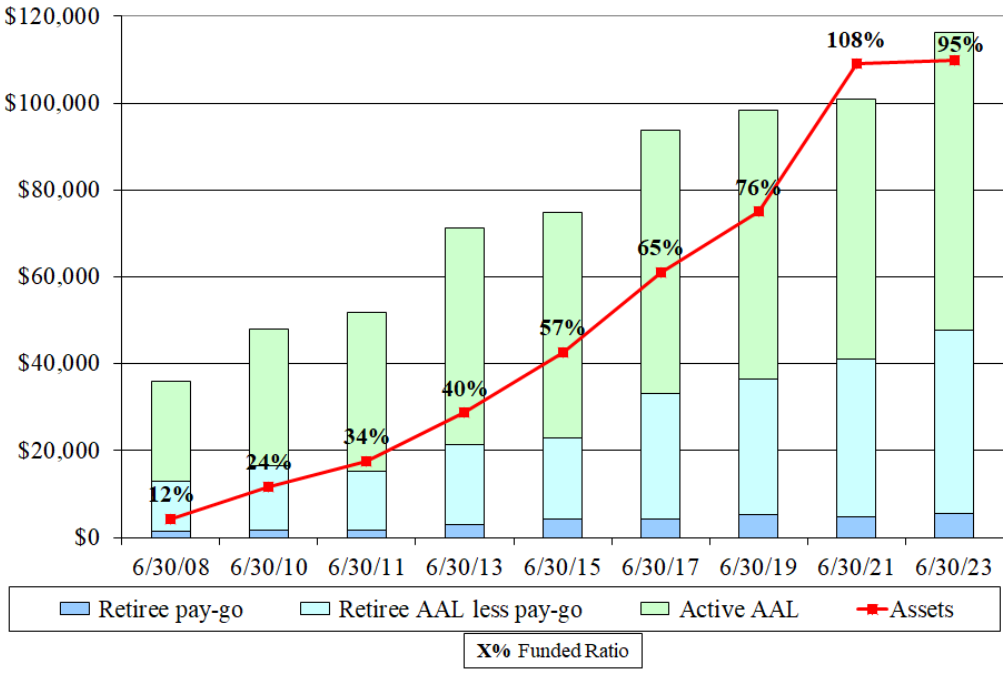
Historical ADC's and Contributions

(Amounts in 000's)



Historical Funded Status

(Amounts in 000's)



Schedule of Funding Progress

(Amounts in 000's)

Actuarial Valuation Date	Actuarial Value of Assets (a)	Entry Age Actuarial Accrued Liability (b)	Unfunded Actuarial Accrued Liability (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as Percentage of Covered Payroll ((b-a)/c)
6/30/2008	$ 4,363	$ 36,040	$ 31,677	12.1%	$ 86,030	36.8%
6/30/2010	12,519	48,008	35,489	26.1%	86,300	41.1%
6/30/2011[22]	16,613	51,697	35,084	32.1%	89,105	39.4%
6/30/2013	28,016	71,369	43,353	39.3%	94,003	46.1%
6/30/2015	42,266	74,812	32,546	56.5%	106,827	30.5%
6/30/2017	61,134	93,781	32,647	65.2%	122,622	26.6%
6/30/2019	75,838	98,424	22,586	77.1%	132,830	17.0%
6/30/2021	97,167	101,016	3,849	96.2%	128,167	3.0%
6/30/2023	109,996	116,229	6,233	94.6%	144,580	4.3%

[22] Based on 6/30/10 valuation data.
Covered payroll projected from 6/30/10 by 3.25% increase.

RESULTS

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Actuarially Determined Contribution (ADC)

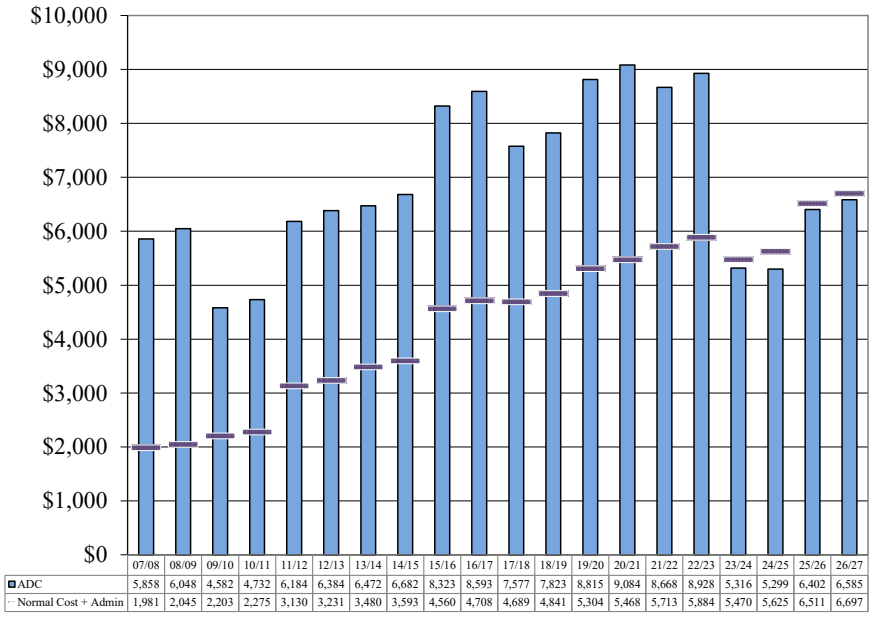
(Amounts in 000's)

	6/30/21 Valuation		6/30/23 Valuation	
	2023/24	2024/25	2025/26	2026/27
■ADC - $				
• Normal Cost[23]	$ 5,470	$ 5,625	$ 6,511	$ 6,697
• UAAL Amortization	(153)	(326)	(109)	(112)
• Total ADC	5,316	5,299	6,402	6,585
■Projected Payroll	135,313	139,035	152,641	156,838
■ADC- % of Total County Payroll				
• Normal Cost	4.0%	4.0%	4.3%	4.3%
• UAAL Amortization	(0.1%)	(0.3%)	(0.1%)	(0.1%)
• Total ADC	3.9%	3.8%	4.2%	4.2%
■Pay-As-You-Go Cost				
• Cash Subsidy	$4,158	$4,452	$5,268	$5,779
• Implicit Subsidy	1,079	1,128	1,254	1,402
• Total	5,237	5,580	6,521	7,182
■ Net Contributions	$ 79	$ (281)	$ (119)	$ (597)

[23] Administration fees are included in normal costs.

Annual Required Contributions/Actuarial Determined Contributions

(Amounts in 000's)



	07/08	08/09	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27
ADC	5,858	6,048	4,582	4,732	6,184	6,384	6,472	6,682	8,323	8,593	7,577	7,823	8,815	9,084	8,668	8,928	5,316	5,299	6,402	6,585
Normal Cost + Admin	1,981	2,045	2,203	2,275	3,130	3,231	3,480	3,593	4,560	4,708	4,689	4,841	5,304	5,468	5,713	5,884	5,470	5,625	6,511	6,697

Amortization Bases

(Amounts in 000's)

	June 30, 2021 Valuation		June 30, 2023 Valuation	
	6/30/23	6/30/24	6/30/25	6/30/26
■ **Outstanding Balance**				
• Fresh Start of 6/30/21 UAAL	$ (1,794)	$ (3,606)	$ (3,487)	$ (3,353)
• Changes from 6/30/23 valuation	n/a	n/a	2,639	2,565
• Total	(1,794)	(3,606)	(848)	(787)

Amortization Payments

(Amounts in 000's)

	June 30, 2021 Valuation		June 30, 2023 Valuation	
	2023/24	2024/25	2025/26	2026/27
■ **Amortization Payment - $**				
• Fresh Start of 6/30/21 UAAL	$ (153)	$ (326)	$ (335)	$ (344)
• Changes from 6/30/23 valuation	n/a	n/a	226	232
• Total	(153)	(326)	(109)	(112)
■ **Average Amortization Years**	15.0	14.0	9.2	8.2

Actuarial Obligations – By Bargaining Group[24]

June 30, 2023

(Amounts in 000's)

	Law Enforce.		Management			Public Service			
	LE	LE Supv.	Conf.	Class.	NC	PSE	PSE Supv.	Courts	Total
■ **PVB**									
• Actives	$13,879	$4,121	$2,368	$22,856	$2,392	$71,072	$11,910	$41	$128,639
• Retirees	4,610	2,067	518	7,527	9,940	18,630	3,784	677	47,752
• Total	18,489	6,188	2,886	30,383	12,332	89,702	15,694	718	176,391
■ **AAL**									
• Actives	5,363	2,609	916	14,058	1,689	36,048	7,759	36	68,477
• Retirees	4,610	2,067	518	7,527	9,940	18,630	3,784	677	47,752
• Total	9,973	4,676	1,434	21,585	11,629	54,678	11,543	713	116,229
■ **Asset[25]**	9,438	4,425	1,357	20,427	11,005	51,746	10,924	675	109,996
■ **UAAL**	535	251	77	1,158	624	2,932	619	38	6,233
■ **2025/26 NC**	857	207	141	1,041	103	3,464	482	1	6,296
■ **2025/26 BP**	721	274	79	1,194	822	2,813	542	75	6,521

[24] The PVB, AAL, and BP for retirees missing bargaining group information is allocated to all other group retirees.
[25] Assets allocation based on AAL.

Actuarially Determined Contribution (ADC) – By Bargaining Group

2025/26 Fiscal Year

(Amounts in 000's)

	Law Enforce.		Management			Public Service			
	LE	LE Supv.	Conf.	Class.	NC	PSE	PSE Supv.	Courts	Total
■ **ADC - $**									
• Normal Cost	$876	$215	$144	$1,080	$122	$3,568	$504	$2	$6,511
• UAAL Amort.[26]	(10)	(4)	(1)	(20)	(10)	(53)	(11)	(1)	(109)
• Total	867	211	142	1,060	112	3,515	493	2	6,402
■ **Proj. Payroll**	10,864	2,835	2,729	27,973	4,008	89,579	14,089	564	152,641
■ **ADC - %Pay**									
• Normal Cost	8.1%	7.6%	5.3%	3.9%	3.0%	4.0%	3.6%	0.4%	4.3%
• UAAL Amort.	(0.1)%	(0.2)%	(0.1)%	(0.1)%	(0.2)%	(0.1)%	(0.1)%	(0.1)%	(0.1%)
• Total	8.0%	7.4%	5.2%	3.8%	2.8%	3.9%	3.5%	0.3%	4.2%

[26] Allocated in proportion to Unfunded Actuarial Accrued Liability.

Actuarial Obligations – By Cash & Implicit Subsidy

June 30, 2023

(Amounts in 000's)

	Cash Subsidy	Implicit Subsidy	Total
■ **PVB**			
• Actives	$101,353	$27,287	$128,639
• Retirees	40,731	7,021	47,752
• Total	142,084	34,308	176,391
■ **AAL**			
• Actives	53,709	14,768	68,477
• Retirees	40,731	7,021	47,752
• Total	94,440	21,789	116,229
■ **Assets**[27]	89,375	20,621	109,996
■ **UAAL**	5,065	1,168	6,233
■ **2025/26 NC**	4,979	1,316	6,296
■ **2025/26 BP**	5,268	1,254	6,521

[27] Assets allocation based on AAL.

Actuarially Determined Contribution (ADC) – By Cash & Implicit Subsidy

2025/26 Fiscal Year

(Amounts in 000's)

	Cash Subsidy	Implicit Subsidy	Total
■ **ADC - $**			
• Normal Cost	$ 5,195	$ 1,316	$ 6,511
• UAAL Amort.[28]	(89)	(21)	(109)
• Total	5,106	1,296	6,402
■ **Proj. Payroll**	152,641	152,641	152,641
■ **ADC - %Pay**			
• Normal Cost	3.4%	0.9%	4.3%
• UAAL Amort.	(0.1)%	(0.0)%	(0.1)%
• Total	3.3%	0.8%	4.2%

[28] Allocated in proportion to Unfunded Actuarial Accrued Liability.

10-Year Projection Illustration

(Amounts in 000's)

FYE	ADC	Contribution				Total County Payroll	ADC % of Total Pay	Contr % of Total Pay
		Cash BP	Implicit Subsidy	Pre-Funding	Total Contrib			
2026	$6,402	$5,268	$1,254	$(120)	$6,402	$152,641	4.2%	4.2%
2027	6,585	5,779	1,402	(596)	6,585	156,838	4.2%	4.2%
2028	6,772	6,210	1,512	(950)	6,772	161,151	4.2%	4.2%
2029	6,965	6,638	1,636	(1,309)	6,965	165,583	4.2%	4.2%
2030	7,162	7,077	1,761	(1,676)	7,162	170,137	4.2%	4.2%
2031	7,364	7,499	1,876	(2,011)	7,364	174,815	4.2%	4.2%
2032	7,572	7,711	1,920	(2,059)	7,572	179,623	4.2%	4.2%
2033	7,785	8,115	2,094	(2,424)	7,785	184,562	4.2%	4.2%
2034	8,005	8,595	2,291	(2,881)	8,005	189,638	4.2%	4.2%
2035	8,229	8,970	2,501	(3,242)	8,229	194,853	4.2%	4.2%

This report presents the County of Napa Retiree Healthcare Plan ("Plan") June 30, 2023 actuarial valuation. The purpose of this valuation is to:

- Determine the Plan's June 30, 2023 Benefit Obligations,
- Determine the Plan's June 30, 2023 Funded Status, and
- Calculate the 2025/26 and 2026/27 Actuarially Determined Contributions.

Information provided in this report may be useful to the County for the Plan's financial management. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as: plan experience differing from that anticipated by the assumptions; changes in assumptions; changes expected as part of the natural progression of the plan; and changes in plan provisions or applicable law. Actuarial models necessarily rely on the use of estimates and are sensitive to changes. Small variations in estimates may lead to significant changes in actuarial measurements. Due to the limited scope of this assignment, we did not perform an analysis of the potential range of such measurements.

The valuation is based on Plan provisions, participant data, and asset information provided by the County as summarized in this report, which we relied on and did not audit. We reviewed the participant data for reasonableness.

To the best of our knowledge, this report is complete and accurate and has been conducted using generally accepted actuarial principles and practices. As members of the American Academy of Actuaries meeting the Academy Qualification Standards, we certify the actuarial results and opinions herein.

Respectfully submitted,

Doug Pryor, ASA, EA, MAAA
Foster & Foster, Inc.

Tak Frazita, FSA, EA, MAAA
Foster & Foster, Inc.

2023 PEMHCA Monthly Premiums
Region 1

Medical Plan	Non-Medicare Eligible			Medicare Eligible		
	Single	2-Party	Family	Single	2-Party	Family
Anthem Select	$1,128.83	$2,257.66	$2,934.96	$413.59	$827.18	$1,240.77
Anthem Traditional	1,210.71	2,421.42	3,147.85	413.59	827.18	1,240.77
Blue Shield Access+	1,035.21	2,070.42	2,691.55	361.90	723.80	1,085.70
Blue Shield Trio	888.94	1,777.88	2,311.24	361.90	723.80	1,085.70
Health Net SmartCare	1,174.50	2,349.00	3,053.70	n/a	n/a	n/a
Kaiser	913.74	1,827.48	2,375.72	283.25	566.50	849.75
Kaiser Summit	n/a	n/a	n/a	336.29	672.58	1,008.87
UnitedHealthcare Alliance	1,044.07	2,088.14	2,714.58	n/a	n/a	n/a
UnitedHealthcare Group	n/a	n/a	n/a	299.68	599.36	899.04
UnitedHealthcare Edge	n/a	n/a	n/a	357.70	715.40	1,073.10
Western Health Advantage	760.17	1,520.34	1,976.44	331.11	662.22	993.33
PERS Platinum	1,200.12	2,400.24	3,120.31	420.02	840.04	1,260.06
PERS Gold	825.61	1,651.22	2,146.59	392.71	785.42	1,178.13
PORAC	825.00	1,875.00	2,300.00	465.00	1,030.00	1,395.00

2024 PEMHCA Monthly Premiums
Region 1

Medical Plan	Non-Medicare Eligible			Medicare Eligible		
	Single	2-Party	Family	Single	2-Party	Family
Anthem Select	$1,138.86	$2,277.72	$2,961.04	$405.83	$811.66	$1,217.49
Anthem Traditional	1,339.70	2,679.40	3,483.22	405.83	811.66	1,217.49
Blue Shield Access+	1,076.84	2,153.68	2,799.78	392.68	785.36	1,178.04
Blue Shield Trio	946.84	1,893.68	2,461.78	392.68	785.36	1,178.04
Kaiser	1,021.41	2,042.82	2,655.67	324.79	649.58	974.37
Kaiser Summit	n/a	n/a	n/a	386.55	773.10	1,159.65
UnitedHealthcare Alliance	1,091.13	2,182.26	2,836.94	n/a	n/a	n/a
UnitedHealthcare Harmony	937.39	1,874.78	2,437.21	n/a	n/a	n/a
UnitedHealthcare Group	n/a	n/a	n/a	341.72	683.44	1,025.16
UnitedHealthcare Edge	n/a	n/a	n/a	366.01	732.02	1,098.03
Western Health Advantage	807.23	1,614.46	2,098.80	268.62	537.24	805.86
PERS Platinum	1,314.27	2,628.54	3,417.10	448.15	896.30	1,344.45
PERS Gold	914.82	1,829.64	2,378.53	406.60	813.20	1,219.80
PORAC	931.00	2,117.00	2,651.00	465.00	1,030.00	1,395.00

Delta Dental Monthly Composite Rates

Plan	2023		
	EE	EE+1	Family
Delta Dental PPO	$ 94.92	$ 94.92	$ 94.92

Vision Monthly Premiums

Plan	2023		
	EE	EE+1	Family
Low Option	$ 5.36	$ 10.08	$ 15.26
High Option	10.70	19.44	27.58

Active Participant Statistics[29]

June 30, 2023

	Law Enforcement		Management			Public Service			
	LE	LE Supv.	Conf.	Class.	NC	PSE	PSE Supv.	Courts	Total
■ Count	83	18	31	174	20	974	116	6	1,422
■ Avg. Age	38.7	44.4	42.7	48.1	56.0	43.2	47.7	58.0	44.2
■ Avg. Co. Svc	6.7	14.0	6.0	11.9	14.9	8.7	14.0	24.1	9.6
■ Unused Sick Leave Hours:									
•Average	491	961	228	587	422	261	526	876	349
•Total (000s)	41	17	7	102	8	254	61	5	496
■ 2023 Pay									
•Average	120,659	145,168	81,160	148,202	184,744	84,782	111,962	n/a	98,587
•Total (000s)	10,015	2,613	2,516	25,787	3,695	82,577	12,988	n/a	140,191

[29] Exclude Court employees hired after 1/1/01.

DATA SUMMARY

Active Participant Statistics[30]

June 30, 2021

	Law Enforcement		Management			Public Service			
	LE	LE Supv.	Conf.	Class.	NC	PSE	PSE Supv.	Courts	Total
■ Count	84	19	26	151	20	928	120	18	1,366
■ Avg. Age	40.1	43.4	47.7	47.7	54.1	43.7	47.3	56.4	44.6
■ Avg. Co. Svc	7.7	13.5	7.8	11.7	14.3	9.3	13.7	24.2	10.2
■ Unused Sick Leave Hours:									
•Average	510	910	298	582	634	264	462	658	352
•Total (000s)	43	17	8	88	13	245	55	12	481
■ CY 2021 Pay									
•Average	119,440	148,708	71,862	140,422	189,682	77,251	98,668	n/a	91,315
•Total (000s)	10,033	2,825	1,868	21,203	3,794	71,689	11,840	n/a	123,254

[30] Exclude Court employees hired after 1/1/01.

Inactive Participant Statistics

June 30, 2023

	Law Enforcement		Management			Public Service				
	LE	LE Supv.	Conf.	Class.	NC	PSE	PSE Supv.	Courts	N/A[31]	Total
■ Service Retirees[32]										
•Total Count	44	14	16	165	47	576	95	40	67	1,064
•Avg. Age	66.8	58.0	72.5	70.3	73.1	71.9	71.0	66.7	77.6	71.4
•Avg. Ret. Age	54.4	53.4	62.9	58.6	59.5	60.5	59.4	58.0	58.1	59.6
■ Disabled Retirees:										
•Total Count	27	-	-	3	1	19	-	-	7	57
•Avg. Age	60.7	n/a	n/a	73.2	54.5	71.7	n/a	n/a	61.6	65.0
•Avg. Ret. Age	45.5	n/a	n/a	55.3	48.3	49.0	n/a	n/a	41.6	46.7
■ Vested Term.:										
•Total Count	-	-	-	-	1	-	-	-	-	1
•Avg. Age	n/a	n/a	n/a	n/a	54.0	n/a	n/a	n/a	n/a	54.0

[31] Missing group information, including 74 waived (15 pre-65 and 59 post-65) retirees
[32] Count and average age includes 86 surviving spouses. Average retirement age excludes surviving spouses.

DATA SUMMARY

Inactive Participant Statistics

June 30, 2021

	Law Enforcement		Management			Public Service				
	LE	LE Supv.	Conf.	Class.	NC	PSE	PSE Supv.	Courts	N/A[33]	Total
■ Service Retirees[34]										
•Total Count	38	12	16	161	44	538	94	34	72	1,009
•Avg. Age	66.0	56.8	70.5	69.5	73.8	71.3	70.3	65.9	79.5	71.1
•Avg. Ret. Age	54.9	53.6	62.9	58.7	59.0	60.6	59.8	57.8	56.9	59.7
■ Disabled Retirees:										
•Total Count	24	1	-	4	-	22	-	-	5	56
•Avg. Age	60.5	52.5	n/a	73.3	n/a	68.5	n/a	n/a	71.3	65.4
•Avg. Ret. Age	45.4	48.3	n/a	54.0	n/a	47.8	n/a	n/a	38.9	46.4
■ Vested Term.:										
•Total Count	-	-	-	-	2	-	-	-	-	2
•Avg. Age	n/a	n/a	n/a	n/a	58.8	n/a	n/a	n/a	n/a	58.8

[33] Missing group information, including 71 waived (7 pre-65 and 64 post-65) and 6 PEMHCA minimum only retirees
[34] Count and average age includes 89 surviving spouses. Average retirement age excludes surviving spouses.

Active Participant Statistics - Courts[35]

June 30, 2023

	Management			Public Service		
	Conf.	Class.	NC/Judge	PSE	PSE Supv.	Total
■Count	-	1	-	5	-	6
■Avg. Age	-	53.6	-	58.9	-	58.0
■Avg. Co. Svc	-	22.7	-	24.3	-	24.1
■Unused SLH						
•Average	-	962	-	858	-	876
•Total (000s)	-	1	-	4	-	5
■2023 Pay						
•Average	n/a	n/a	n/a	n/a	n/a	n/a
•Total (000s)	n/a	n/a	n/a	n/a	n/a	n/a

[35] Exclude Court employees hired after 1/1/01.

DATA SUMMARY

Active Participant Statistics - Courts[36]

June 30, 2021

	Management			Public Service		
	Conf.	Class.	NC/Judge	PSE	PSE Supv.	Total
■Count	-	3	-	15	-	18
■Avg. Age	-	54.0	-	56.9	-	56.4
■Avg. Co. Svc	-	23.5	-	24.3	-	24.2
■Unused SLH						
•Average	-	884	-	613	-	658
•Total (000s)	-	3	-	9	-	12
■CY 2021 Pay						
•Average	n/a	n/a	n/a	n/a	n/a	n/a
•Total (000s)	n/a	n/a	n/a	n/a	n/a	n/a

[36] Exclude Court employees hired after 1/1/01.

Inactive Participant Statistics - Courts

June 30, 2023

	Management			Public Service		
	Conf.	Class.	NC/Judge[37]	PSE	PSE Supv.	Total
■ Count:						
•Count < 65	-	1	-	16	-	17
•Count ≥ 65	-	4	1	14	4	23
•Total Count	-	5	1	30	4	40
■ Avg. Age	n/a	69.7	77.5	65.0	72.8	66.7
■ Avg. Ret. Age	n/a	58.7	64.3	57.0	63.0	58.0

[37] Includes 1 Judge. JRS covers costs of medical plan plus basic Medicare Part B. County reimburses Medicare charges that JRS doesn't cover. County is currently paying nothing for the Court Executive Officer.

DATA SUMMARY

Inactive Participant Statistics - Courts

June 30, 2021

	Management			Public Service		
	Conf.	Class.	NC/Judge[38]	PSE	PSE Supv.	Total
■ Count:						
•Count < 65	-	2	-	13	-	15
•Count ≥ 65	-	3	1	11	4	19
•Total Count	-	5	1	24	4	34
■ Avg. Age	n/a	67.7	75.5	64.3	70.8	65.9
■ Avg. Ret. Age	n/a	58.7	64.3	56.6	63.0	57.9

[38] Includes 1 Judge. JRS covers costs of medical plan plus basic Medicare Part B. County reimburses Medicare charges that JRS doesn't cover. County is currently paying nothing for the Court Executive Officer.

Inactive by Benefit Type

June 30, 2023

	Law Enforcement		Management			Public Service				
	LE	LE Supv.	Conf.	Class.	NC	PSE	PSE Supv.	Courts	N/A	Total
SLC	25	12	2	26	2	80	16	6	-	169
LTSC	-	-	2	24	-	71	15	13	-	125
Lifetime Benefit	-	-	-	-	43	-	-	1	-	44
PEMHCA min. only	46	2	12	118	4	444	64	20	74	784
Total	71	14	16	168	49	595	95	40	74	1,122

DATA SUMMARY

Inactive by Benefit Type

June 30, 2021

	Law Enforcement		Management			Public Service				
	LE	LE Supv.	Conf.	Class.	NC	PSE	PSE Supv.	Courts	N/A	Total
SLC[39]	17	8	3	16	-	72	16	6	17	155
LTSC	-	-	2	15	-	60	12	11	9	109
Lifetime Benefit	-	-	-	-	41	-	-	1	-	42
PEMHCA min. only	40	-	10	112	5	428	66	16	84	761
Total	57	8	15	143	46	560	94	34	110	1,067

[39] Includes 1 retiree with waived medical plans and use sick leave hours for dental only.

Medical Plan Participation

Non-Waived Participants

Plan	Actives	Retirees[40]		
		Pre-65	Post-65	Total
Anthem Select	0%	0%	0%	0%
Anthem Traditional	1%	0%	1%	0%
Blue Shield Access+	0%	1%	0%	1%
Health Net SmartCare	0%	0%	0%	0%
Kaiser	88%	65%	66%	66%
Kaiser Summitt	n/a	n/a	1%	0%
UnitedHealthcare Alliance	0%	0%	n/a	n/a
UnitedHealthcare Group	n/a	n/a	4%	3%
UnitedHealthcare Edge	n/a	n/a	0%	0%
Western Health Advantage	4%	3%	0%	1%
PERS Gold	4%	5%	1%	2%
PERS Platinum	3%	24%	27%	26%
PORAC	0%	2%	0%	1%
Total	100%	100%	100%	100%

[40] Excludes 1 judge without medical plan information. County only reimburses a portion of Medicare premiums for judges.

Current Active Medical Plan Coverage

Plan	EE	EE+1	Family	Waived	Total
Anthem Select	-	-	1	-	1
Anthem Traditional	6	-	3	-	9
Blue Shield Access+	-	1	1	-	2
Health Net SmartCare	2	1	-	-	3
Kaiser	386	204	493	-	1,083
Western Health Advantage	13	8	30	-	51
PERS Gold	17	10	16	-	43
PERS Platinum	11	10	16	-	37
PORAC	-	1	5	-	6
Waived	-	-	-	187	187
Total	435	235	565	187	1,422

Retiree Medical Plan Coverage - Pre 65[41]

Plan	EE	EE+1	Family	N/A	Total
Blue Shield Access+	2	-	-	-	2
Kaiser	112	29	17	-	158
Western Health Advantage	4	2	1	-	7
PERS Gold	7	3	2	-	12
PERS Platinum	44	10	3	-	57
Not Eligible[42]	-	-	-	55	55
PORAC	1	5	-	-	6
Total	170	49	23	55	297

[41] Includes 1 vested terminated member.
[42] Includes waived retirees who will be eligible for PEMHCA minimum if re-elect.

DATA SUMMARY

Retiree Medical Plan Coverage - Post 65[43]

Plan	EE	EE+1	Family	N/A	Total
Anthem Select	-	-	-	-	-
Anthem Traditional	3	-	-	-	3
Blue Shield Access+	2	-	-	-	2
Kaiser	223	96	-	-	319
Kaiser Summitt	2	1	-	-	3
UnitedHealthcare Group	15	5	-	-	20
UnitedHealthcare Edge	2	-	-	-	2
Western Health Advantage	-	1	-	-	1
PERS Gold	1	2	-	-	3
PERS Platinum[44]	85	48	-	-	133
Private Insurance	-	1	-	-	1
Not Eligible[45]	-	-	-	337	337
PORAC	1	-	-	-	1
Total	334	154	-	337	825

[43] Includes 1 vested terminated member.
[44] Includes 1 judge. JRS pays full premiums and Medicare Part B. County reimburses the rest of the Medicare costs.
[45] Includes waived retirees.

Delta Dental Plan Coverage

Actives

Plan	EE	EE+1	Family	Waived	Total
Delta Dental PPO	364	296	715	-	1,375
Delta Dental DMO	19	6	15	-	40
Waived	-	-	-	7	7
Total	383	302	730	7	1,422

Retirees

Plan	EE	EE+1	Family	Waived	Total
Delta Dental PPO[46]	15	27	2	-	44
Lifetime Waived[47]	-	-	-	10	10
Self-Paid/Waived[48]	20	45	9	994	1,068
Total	35	72	11	1,004	1,122

[46] Lifetime benefit and Sick Leave Conversion benefit retirees eligible for dental.
[47] Lifetime benefit retirees eligible for dental if re-elect. Sick Leave Conversion benefit retirees are not eligible for dental if re-elect once waived dental Plans.
[48] Includes 74 self-paid retirees in Delta Dental plan.

DATA SUMMARY

Vision Plan Coverage

Actives

Plan	EE	EE+1	Family	Waived	Total
Low Option Plan	172	107	168	-	447
High Option Plan	197	153	207	-	457
Waived	-	-	-	418	418
Total	369	260	375	418	1,422

Retirees

Plan	EE	EE+1	Family	Waived	Total
Low Option Plan	-	3	-	-	3
High Option Plan	7	16	-	-	23
Lifetime Waived[49]	-	-	-	18	18
Self-Paid/Waived[50]	116	97	21	844	1,078
Total	123	116	21	862	1,122

[49] Lifetime benefit retirees eligible for vision.
[50] Includes 159 self-paid.

Retirees Medical Plan Coverage by Age – Miscellaneous

Age	Medical Coverage				
	EE	EE+1	Family	N/A	Total
Under 50	-	-	-	4	4
50-54	11	1	1	6	19
55-59	51	9	6	7	73
60-64	87	15	6	24	132
65-69	78	46	-	65	189
70-74	99	44	-	84	227
75-79	71	29	-	78	178
80-84	47	10	-	48	105
85 & Over	21	8	-	43	72
Total	465	162	13	359	999
Average Age	70.1	71.6	59.8	74.5	71.8

DATA SUMMARY

Retirees Medical Plan Coverage by Age – Safety

Age	Medical Coverage				
	EE	EE+1	Family	N/A	Total
Under 50	1	-	-	6	7
50-54	6	5	3	3	17
55-59	8	7	6	2	23
60-64	6	12	1	3	22
65-69	3	4	-	4	11
70-74	6	5	-	6	17
75-79	4	3	-	4	11
80-84	3	2	-	2	7
85 & Over	2	2	-	4	8
Total	39	40	10	34	123
Average Age	65.8	65.6	55.7	66.0	65.0

Actives by Age and Service – Miscellaneous

Age	County Service							
	< 1	1-4	5-9	10-14	15-19	20-24	25+	Total
< 25	6	6	-	-	-	-	-	12
25-29	36	69	14	-	-	-	-	119
30-34	29	99	56	5	-	-	-	189
35-39	14	77	54	28	11	-	-	184
40-44	18	42	54	48	44	6	-	212
45-49	15	18	33	28	45	34	3	176
50-54	8	29	21	28	32	34	13	165
55-59	8	16	22	11	29	23	11	120
60-64	6	11	11	7	29	15	12	91
≥ 65	2	2	8	6	1	10	14	43
Total	142	369	273	161	191	122	53	1,311

Actives by Age and Service – Safety

Age	County Service							
	< 1	1-4	5-9	10-14	15-19	20-24	25+	Total
< 25	1	-	-	-	-	-	-	1
25-29	2	11	-	-	-	-	-	13
30-34	1	4	8	2	-	-	-	15
35-39	1	10	9	2	1	-	-	23
40-44	1	5	8	1	4	-	-	19
45-49	-	3	7	3	4	7	1	25
50-54	-	1	2	1	2	1	4	11
55-59	-	-	1	-	-	1	1	3
60-64	-	-	-	-	-	1	-	1
≥ 65	-	-	-	-	-	-	-	-
Total	6	34	35	9	11	10	6	111

Actives by Age and Service – Total

Age	County Service							
	< 1	1-4	5-9	10-14	15-19	20-24	25+	Total
< 25	7	6	-	-	-	-	-	13
25-29	38	80	14	-	-	-	-	132
30-34	30	103	64	7	-	-	-	204
35-39	15	87	63	30	12	-	-	207
40-44	19	47	62	49	48	6	-	231
45-49	15	21	40	31	49	41	4	201
50-54	8	30	23	29	34	35	17	176
55-59	8	16	23	11	29	24	12	123
60-64	6	11	11	7	29	16	12	92
≥ 65	2	2	8	6	1	10	14	43
Total	148	403	308	170	202	132	59	1,422

DATA SUMMARY

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ACTUARIAL ASSUMPTIONS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Valuation Date	■ June 30, 2021 ■ FY 2023/24 & 2024/25 (end of year payment) ■ 2-year lag period	■ June 30, 2023 ■ FY 2025/26 & 2026/27 (end of year payment) ■ 2-year lag period
■ General Inflation	■ 2.50%	■ Same
■ Payroll Increases	■ Aggregate Increases – 2.75% ■ Merit Increases – CalPERS 2000-2019 Experience Study	■ Same
■ Discount Rate	■ PARS Balanced Fund ■ 5.75%	■ Same
■ Mortality, Withdrawal, Disability	■ CalPERS 2000-2019 Experience Study ■ Mortality Improvement Scale MP-2021	■ Same

ACTUARIAL ASSUMPTIONS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Retirement	■ CalPERS 2000-2019 Experience Study	■ Same
■ Deferred Retirement Age	■ Age 50 or immediate retirement if older than age 50	■ Same

ACTUARIAL ASSUMPTIONS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Healthcare Trend	Increase from Prior Year Non-Medicare / Medicare Plans (Non-Kaiser / Kaiser) 2021: Actual Premiums 2022: Actual Premiums 2023: 6.50% / 5.65% / 4.60% 2024: 6.25% / 5.45% / 4.45% ↓ 2030: 4.95% / 4.45% / 4.05% 31-35: 4.80% / 4.35% / 4.00% 36-45: 4.65% / 4.25% / 3.95% 46-55: 4.50% / 4.20% / 3.90% 56-65: 4.35% / 4.15% / 3.85% 66-75: 4.05% / 3.95% / 3.80% 2076+: 3.75% / 3.75% / 3.75%	Increase from Prior Year Non-Medicare / Medicare Plans (Non-Kaiser / Kaiser) 2023: Actual Premiums 2024: Actual Premiums 2025: 8.50% / 7.50% / 6.25% ↓ 2030: 5.60% / 5.25% / 4.85% 2031: 5.05% / 4.85% / 4.65% 2032-38: 4.45% / 4.45% / 4.45% 2039-40: 4.35% / 4.35% / 4.35% 2041: 4.30% / 4.30% / 4.30% 2042-44: 4.25% / 4.25% / 4.25% 2045-47: 4.20% / 4.20% / 4.20% 2048-50: 4.15% / 4.15% / 4.15% ↓ 2076+: 3.45% / 3.45% / 3.45%

ACTUARIAL ASSUMPTIONS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ PEMHCA Minimum Increases	Year / PEMHCA Minimum / Unequal Method 2021: $ 143.00 / $ 135.85 2022: 149.00 / 149.00 2023: 151.00 / 151.00 2024+: Increases at CPI-U Medical (4.00%)	Year / PEMHCA Minimum / Unequal Method 2023: $ 151.00 / $ 151.00 2024: 157.00 / 147.00 2025: 158.00 / 158.00 2026+: Increases at CPI-U Medical (3.50%)
■ AB 2544 Maximum $100 Annual Increase	■ Does not increase in the future	■ Same
■ Medical Cap Increases	■ Pre-Medicare Health Trend	■ Same

ACTUARIAL ASSUMPTIONS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Dental and Vision Increases	■ 2.50%	■ Same
■ Medicare B Premium Increases	Year 2022+ Active Increase with Post-Medicare Health Trend; Retiree Increase with Post-Medicare Health Trend	Year 2024+ Active Increase with Post-Medicare Health Trend; Retiree Increase with Post-Medicare Health Trend
■ PEMHCA Administration Fee	■ PEMHCA - 0.25% of retiree premium added to Normal Cost ■ PARS - 0.16% of assets added to Normal Cost	■ PEMHCA - 0.30% of retiree premium added to Normal Cost ■ PARS - 0.14% of assets added to Normal Cost
■ Non-County CalPERS Service	■ Actual CalPERS service	■ Same

ACTUARIAL ASSUMPTIONS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Participation at Retirement	■ Supplemental benefit: • Currently covered: 100% • Currently waived: 90% ■ PEMHCA min only: • Currently with SLC or LTSC benefits: Year 2008: 50% 2009: 52% 2010: 54% 2011: 56% 2012: 58% : 2022+: 80% New Retirees: 50%	■ Same

ACTUARIAL ASSUMPTIONS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Benefit Coordination	■ Always elect lifetime benefit if eligible ■ SLC eligible participant always chooses medical coverage over dental coverage (more expensive benefit)	■ Same

ACTUARIAL ASSUMPTIONS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Medical Plan at Retirement	■ Actives Medical Plan / Pre-65 / Post-65 Kaiser 75% 70% PERS Choice 20% 20% PERSCare 5% 10% ■ Retirees < 65: • Pre-65: Same as current election • Post 65: Post 65 assumptions for actives ■ Retirees ≥ 65: Same as current election	■ Actives Medical Plan / Pre-65 / Post-65 Kaiser 70% 70% PERS Gold 5% 0% PERS Platinum 25% 30% ■ Retirees < 65: • Pre-65: Same • Post 65: Same ■ Retirees ≥ 65: Same
■ Dental at Retirement	■ Delta Dental PPO	■ Same
■ Vision at Retirement	■ Current plan	■ Same

ACTUARIAL ASSUMPTIONS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Waived retiree re-election (PEMHCA minimum only)	■ Currently over 65 – none ■ Currently under 65 – 20% re-elect at age 65	■ Same
■ Future Sick Leave Accrual	LE / Mgmt / PSE Hrs/Yr 96 / 98.8 / 98.8	■ Same
■ Sick Leave Usage	■ 60% ■ Based on current experience	■ Based on group: • Law Enforcement: 35% • Management: 40% • Public Service: 60% ■ Based on current experience
■ Marital Status	■ Currently covered: based on current coverage status ■ Currently waived: 80% married	■ Same

ACTUARIAL ASSUMPTIONS

	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Spouse Age	■ Males 3 years older than females if birth date not available	■ Same
■ Surviving Spouse participation	■ 100%	■ Same
■ Dependents at Retirement	■ Pre-65: • Actives: 15% • Retirees: Current coverage ■ Post-65: 0%	■ Same
■ Medicare Participation Rate	■ Actives and pre-65 retirees:100% ■ Post-65 retirees: current status ■ Everyone eligible for Medicare will elect Part B coverage	■ Same

	June 30, 2023 Valuation
■ HMO Medical Claims Costs 2024 PEMHCA Implicit Subsidy Estimate	■ Sample estimated monthly claims costs

Region 1 - Non-Medicare Eligible

	BS Access+		Kaiser		Western Health	
Age	M	F	M	F	M	F
25	$391	$645	$371	$612	$293	$484
35	513	903	487	857	385	677
45	734	978	696	927	550	733
55	1,154	1,261	1,094	1,196	865	945
60	1,451	1,461	1,376	1,386	1,088	1,095
65	1,797	1,721	1,704	1,633	1,347	1,290
70	2,021	1,928	1,917	1,829	1,515	1,445
75	2,275	2,164	2,158	2,053	1,705	1,622
80	2,622	2,475	2,487	2,347	1,966	1,855

Region 1 - Medicare Eligible

	BS Access+		Kaiser		Western Health	
Age	M	F	M	F	M	F
65	n/a	n/a	n/a	n/a	n/a	n/a
70	n/a	n/a	n/a	n/a	n/a	n/a
75	n/a	n/a	n/a	n/a	n/a	n/a
80	n/a	n/a	n/a	n/a	n/a	n/a

	June 30, 2023 Valuation
■ PPO Medical Claims Costs 2024 PEMHCA Implicit Subsidy Estimate	■ Sample estimated monthly claims costs

Region 1 - NonMedicare Eligible

	PERS Gold		PERS Platinum		PORAC	
Age	M	F	M	F	M	F
25	$365	$595	$415	$676	$362	$603
35	476	827	541	941	478	846
45	674	894	767	1,017	686	917
55	1,052	1,149	1,197	1,307	1,083	1,184
60	1,320	1,329	1,503	1,513	1,364	1,373
65	1,632	1,564	1,858	1,780	1,691	1,619
70	1,808	1,725	2,058	1,964	1,952	1,861
75	2,013	1,916	2,292	2,181	2,235	2,125
80	2,319	2,189	2,640	2,492	2,578	2,432

Region 1 - Medicare Eligible

	PERS Gold		PERS Platinum		PORAC	
Age	M	F	M	F	M	F
65	$ 370	$ 354	$ 447	$ 428	$ 408	$ 391
70	401	384	484	463	442	423
75	427	410	516	495	471	452
80	440	425	532	514	486	469

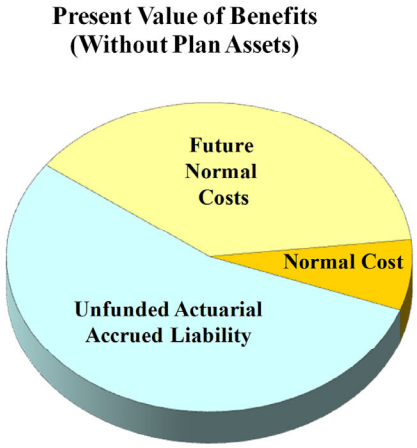
ACTUARIAL ASSUMPTIONS

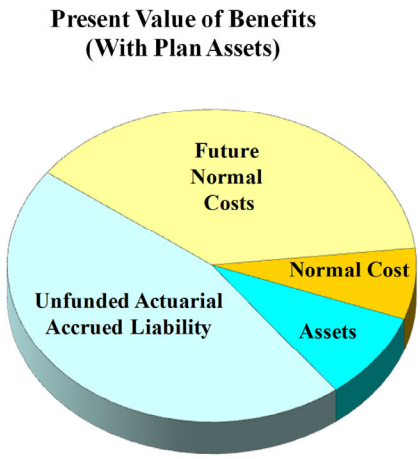
	June 30, 2023 Valuation
■ Basis for Assumptions	■ No experience study performed for this Plan ■ CalPERS 2021 experience study covering 2000 to 2019 experience was used ■ Mortality improvement is a Society of Actuaries table ■ Inflation based on our estimate for the Plan's long time horizon ■ Capital market assumptions based on 2021 Foster & Foster stochastic analysis, taking into account capital market assumptions of investment advisory firms ■ Age-based claims costs were developed based on demographic data provided by CalPERS and Society of Actuaries studies ■ Medical trends were based on expectations over the short-term blended into long-term medical trends developed using the Society of Actuaries Getzen Model of Long-Run Medical Cost Trends ■ Medical coverage and participation based in part on Plan experience

ACTUARIAL METHODS

Method	June 30, 2021 Valuation	June 30, 2023 Valuation
■ Cost Method	■ Entry Age Normal	■ Same
■ Data Quality	■ Our valuation used census data provided by the County and CalPERS OPEB data extract. We reviewed the data for reasonableness and resolved any questions with the County. We believe the resulting data can be relied on for all purposes of this valuation without limitation.	
■ Actuarial Modeling	■ Our valuation was performed using and relying on ProVal, an actuarial model leased from WinTech. Our use of ProVal is consistent with its intended purpose. We have reviewed and understand ProVal and its operation, sensitivities and dependencies.	

Present Value of Benefits





- **AAL - Actuarial Accrued Liability / Actuarial Obligation**
  - Discounted value at measurement date (valuation date) of benefits "earned" through measurement date based on actuarial cost method
  - Portion of PVB "earned" at measurement
- **NC - Normal Cost**
  - Value of benefits "earned" during current year
  - Portion of PVB allocated to current year
- **Actuarial Cost Method**
  - Determines how benefits are "earned" or allocated to each year of service
  - Has no effect on PVB
  - Has significant effect on Actuarial Obligations and Normal Cost
- **Pay-As-You-Go Cost (PayGo)**
  - Cash Subsidy – Actual cash benefit payments to retirees
  - Implicit Subsidy – Difference between cost of retiree benefits and retiree premiums
  - PayGo is the expected retiree benefit payments for the year while Normal Cost is the cost of benefits accrued by active employees during the year.

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1980

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Abigail Flores - BOS Staff Aide

SUBJECT: Community Grants Funding Request for Lideres Campesinas

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RECOMMENDATION

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

BACKGROUND

The Board of Supervisors may allocate community grant funds for nonprofit support and community benefit.

Lideres Campesinas, a 501(c)(3) nonprofit organization, is a grassroots organization that improves the lives of women farmworkers through outreach to raise awareness about their rights and resources available. The $500 Board of Supervisors' District 4 community grant will help fund the CampesinXmas Event for farmworker families.

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	None.

ENVIRONMENTAL IMPACT

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

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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1387

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Amendment No. 1 to Agreement No. 250340B with Napa Communities Firewise Foundation

RECOMMENDATION

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

BACKGROUND

Federal Emergency Management Agency (FEMA) has preliminarily awarded the 2024 Pre-Disaster Mitigation Grant Program to Napa County through a congressional earmark by Congressman Mike Thompson. The grant requires completion of environmental studies, eligible under pre-award, before notice of final award. The grant award is $1,383,069, with local matching funds from Napa County in the amount of $461,023, for projects totaling $1,844,092. The funds are targeted for the Lake Hennessey & Deer Park Fuel Reduction and Community Infrastructure Protection Projects. Delivery of these projects will span a total of three years, with two potential extensions of twelve months each.

The Lake Hennessey project is a 120.5-acre project designed to enhance the fire resiliency of the City of Napa Water Treatment Plant, that services much of the Napa Valley, and reduces fuel along an evacuation route that services the Conn Valley community. The Deer Park Fuel Reduction project services 84 acres on Glass Mountain removing dead and dying trees damaged by the 2020 Glass Fire and creates a fuel break for the Deer Park Community and Adventist Health St. Helena Hospital.

Per the Pre-Award, a Request for Proposals (RFP) was created to select a consultant. The consultant will facilitate the environmental requirements of CEQA/NEPA for final award, project management for the life of the grant and obtain right-of-entry agreements and contracts on a task order basis. Napa Communities Firewise

Foundation (NCFF) was selected as the recommended contractor.

The existing fee schedule under Exhibit "B" of Agreement 250340B omitted the Modified Total Direct Cost of 10% and erroneously included markup. This Amendment provides detail that adds language and allowance for NCFF to charge the MTDC, removes the markup and updates the fee schedule.

The amendment also increases the contract maximum from $1,605,000 to $1,700,000 to accommodate the initially omitted contingency budget of $95,000 listed in Exhibit B. The Consultant remains the lowest qualified responsive bidder and the amount is consistent with the grant budget. The budget is sufficient to fund pre-award activity.

Requested Actions: Approve and authorize Amendment No. 1 of Agreement No. 250340B to update the compensation and expense reimbursement detail to allow for the charge of Modified Total Direct Cost, remove the Consultant markup and increase the Contract maximum to $1,700,000 under Exhibit "B" of the original Agreement dated May 20, 2025, with Exhibit "B-1".

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund - 1500
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	This Amendment updates the fee schedule and increases the contract maximum - all within the budget of the grant.
Consequences if not approved:	Without this Agreement, the risk of wildfire impacts in the County will continue to increase, potentially resulting in larger impacts from future wildfires.
Strategic Initiative	Champion Environmental Sustainability and Resilience

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")] and, therefore, CEQA is not applicable.

AMENDMENT NO. 1

NAPA COUNTY AGREEMENT NO. 250340B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment No. 1") **TO AGREEMENT NO.** 250340B is made and entered into as of this 18th day of November, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "County," and Napa Communities Firewise Foundation, a not-for-profit California corporation, whose mailing address is P.O. Box 2012, Napa, California 94558, hereinafter referred to as "Consultant."

RECITALS

A. As of March 11, 2024, County and Consultant entered into Agreement No. 250340B ("Agreement"), whereby Consultant agreed to provide professional services in order to facilitate management for the 2024 Local Pre-Disaster Mitigation Program Grant (LPDM) for the Lake Hennessey and Glass Mountain areas. This includes general project management, facilitation, and coordination of the Environmental and Historic Preservation (EHP) plan and implementation, planning, and executing marketing and outreach for fuel management projects and implementation of the fuel reduction projects; and

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to RFP: FIRE122403; and

C. County continues to need professional services in order to provide professional services in order to facilitate management for the 2024 Local Pre-Disaster Mitigation Program Grant (LPDM) for the Lake Hennessey and Glass Mountain areas. This includes general project management, facilitation, and coordination of the Environmental and Historic Preservation (EHP) plan, implementation, planning, and executing marketing and outreach for fuel management projects, and implementation of the fuel reduction projects and Consultant is willing to and able to continue to provide such services; and

D. County and Consultant now wish to amend the Agreement to update the Maximum Amount due to an error in the initial contract and the Compensation and Fee Schedule to remove Consultant markup and include 10% Modified Total Direct Costs (MTDC); and

E. Consultant remains the lowest qualified responsive bidder with the updated Maximum Amount.

TERMS

NOW, THEREFORE, County, acting through its Board of Supervisors, and Consultant hereby amend Agreement No. 250340B, as follows:

1. Paragraph 3.1, of the Agreement is hereby amended in full to read as follows:

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-1. Exhibit "B" is rescinded and replaced in full by Exhibit "B-1."

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B-1 Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B-1.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000) 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.

2. **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.

3. This Amendment No. 1 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.

IN WITNESS WHEREOF, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

NAPA COMMUNITIES FIREWISE FOUNDATION

By _____
Joseph Nordlinger (Nov 4, 2025 08:13:12 PST)
JOSEPH NORDLINGER, CEO

By _____
Christopher Thompson (Nov 4, 2025 08:06:25 PST)
CHRISTOPHER THOMPSON, Board Chair

"CONSULTANT"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: __Shana A. Bagley___ County Counsel Date: __October 30. 2025__	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

PreAward

1.0 Initiation: Project Scoping	$32,000.00
2.0 Planning - Environmental Clearance	$167,000.00
3.0 Planning - Marketing & Outreach	$36,600.00

Award

4.0 Project - Implementation	$1,369,400.00
Contingency	$95,000.00
TOTAL:	$1,700,000.00

Indirect costs may be billed at a 10% of Modified Total Direct Costs (MTDC). MTC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subcontract. MTDC excludes equipment, capital expenditures, rental costs, and the portion of each subcontract in excess of $50,000. SubConsultants will be billed based on actual invoice and overall contract is a not to exceed.

The Napa Communities Firewise Foundation
P.O. Box 2336 I Napa, CA 94558
https://napafirewise.org

2025-2026 Rate Sheet
PDM

POSITION	HOURLY RATE
NCFF	
Director of Wildfire Preparedness	$185.00
Defensible Space Coordinator	$100.00
Project Manager	$125.00
Sr. Director of Vegetation Operations	$215.00
Project Lead III	$170.00
Project Lead II	$155.00
Project Lead I	$145.00
GIS/Data Analyst	$110.00
Director of Corporate Services	$185.00
Grants & Projects Analyst I	$110.00
Grants & Projects Analyst II	$125.00
Marketing Manager	$125.00
Chief Executive Officer	$225.00
DYNAMIC PLANNING	
Principal/Project Manager	$170.00
Deputy Project Manager	$125.00
SEQUOIA	
Staff Biologist 1-3	$132.00-$143.00
Project Biologist 3	$176.00
Sr. Biologist 3	$209.00
Assistant Project Manager 3	$193.00
Project Manager 3	$209.00
Project Manager 6	$243.00
Sr. Project Manager 3	$276.00
Program Manager 3	$309.00
Principal 3	$342.00
Project Administrator	$149.00
Technical Editor 3	$187.00

Signature Requested: LPDM

Final Audit Report 2025-11-04

Created:	2025-11-04
By:	Robyn Bera (robyn@napafirewise.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlpFHwkrJUHJW-x645H0oy8GQLPk_W4jT

"Signature Requested: LPDM" History

Document created by Robyn Bera (robyn@napafirewise.org)
2025-11-04 - 3:41:18 PM GMT

Document emailed to Joseph Nordlinger (jnordlinger@napafirewise.org) for signature
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Document emailed to Christopher Thompson (cthompson@napafirewise.org) for signature
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Document e-signed by Joseph Nordlinger (jnordlinger@napafirewise.org)
Signature Date: 2025-11-04 - 4:13:12 PM GMT - Time Source: server

Agreement completed.
2025-11-04 - 4:13:12 PM GMT

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1848

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Amendment No. 1 to Agreement No. 240187B with Matrix Consulting Inc.

RECOMMENDATION

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

BACKGROUND

On November 7, 2023, Napa County entered into an agreement with Matrix Consulting Group, Ltd.to produce a fire organizational structure study. Delays were incurred due to the negotiation and completion of the 2025 CalFire contract and transition in administration that necessitated additional time to complete the study. The study has been completed and presented to the Board of Supervisors.

Requested Action: Amendment No. 1 to Agreement No. 240187B with Matrix Consulting Group, Ltd. to extend contract from December 31, 2024, to June 30 2026.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Fire Fund
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	None - budgeted
Consequences if not approved:	If not approved, Agreement No. 240187B will not allow the completion of the study.

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”)] and, therefore, CEQA is not applicable.

AMENDMENT NO. 1

NAPA COUNTY AGREEMENT NO. 240187B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment No. 1") **TO AGREEMENT NO.** 240187B is made and entered into as of the 9th of December 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Matrix Consulting Group, Ltd, a California corporation, whose mailing address is 1650 S Amphlett, Suite 213, San Mateo, CA, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, as of November 7, 2023, COUNTY and CONTRACTOR entered into Agreement No. 240187B ("Agreement"), whereby CONTRACTOR agreed to produce a fire organizational structure study; 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 extend the contract to an expiration date of June 30, 2026.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONTRACTOR hereby amend Agreement No. 240187B, 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 June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to 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. 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.

3. This Amendment No. 1 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.

IN WITNESS WHEREOF, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

MATRIX CONSULTING GROUP, LTD

By _____
ALAN PENNINGTON, President

By Courtney Ramos
COURTNEY RAMOS, Senior Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* Deputy County Counsel Date: October 6, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1894

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Amendment No. 1 to Agreement No. 250413B with Napa Communities Firewise Foundation

RECOMMENDATION

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

BACKGROUND

Napa County has been awarded the 2022 Hazard Mitigation Grant Program Grant by the Federal Emergency Management Agency (FEMA). The grant is a phased grant, with the County currently awarded Phase 1 for environmental studies and pre-work. The overall grant award is $8,879,302, with 10% local matching funds from Napa County totaling $887,930. The funds are targeted to enhance resiliency for areas that were affected by the Tubbs and Glass Fire footprints. These projects will span a total of three years, with two potential extensions of twelve months each.

As a part of Phase 1, a Request for Proposals (RFP) was created to select a consultant. The consultant would facilitate the environmental requirements of CEQA/NEPA, project management and obtain right-of-entry agreements and contracts on a task order basis. Napa Communities Firewise Foundation (NCFF) was selected as the recommended contractor.

The existing fee schedule under Exhibit “B” of Agreement 2504134B projected an initial budget allocation. NCFF and the County request an update to the project budget allocations without an increase in the total contract amount.

Requested Actions: Approve and authorize Amendment No. 1 of Agreement No. 250413B to update the budget allocations under Exhibit "B" of the original Agreement dated May 20, 2025 with Exhibit "B-1" under the new Amendment dated November 18, 2025 with no change in the maximum compensation amount of the contract.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund - 1500
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	This Amendment updates the budget allocations without increasing the maximum contract amount.
Consequences if not approved:	Without this Agreement, the risk of wildfire impacts in the County will continue to increase, potentially resulting in larger impacts from future wildfires.
Strategic Initiative:	Preserve Napa County's Agricultural Legacy.

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")] and, therefore, CEQA is not applicable.

AMENDMENT NO. 1

NAPA COUNTY AGREEMENT NO. 250413B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment No. 1") **TO AGREEMENT NO.** 250413B is made and entered into as of this 18th day of November, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "County," and Napa Communities Firewise Foundation, a not-for-profit California corporation, whose mailing address is P.O. Box 2012, Napa, California 94558, hereinafter referred to as "Consultant."

RECITALS

A. As of May 20, 2025, COUNTY and CONSULTANT entered into Agreement No. 250413B ("Agreement"), whereby Consultant agreed to provide general project management of the project, facilitation, and coordination of the Environmental and Historic Preservation (EHP) plan, marketing, and outreach for fuel management projects, and implementation of the fuel reduction projects for the 2022 Hazard Mitigation Grant Program; and

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to RFP: FIRE032501; and

C. County continues to need professional services in order to provide general project management of the project, facilitation and coordination of the Environmental and Historic Preservation (EHP) plan, marketing, and outreach for fuel management projects, and implementation of the fuel reduction projects for the 2022 Hazard Mitigation Grant Program and Consultant is willing to and able to continue to provide such services; and

D. County and Consultant now wish to amend the Agreement to update the Compensation and Fee Schedule to update budget allocations without change in the not to exceed contract amount.

TERMS

NOW, THEREFORE, County, acting through its Board of Supervisors, and Consultant hereby amend Agreement No. 250413B, as follows:

1. Paragraphs 3.1 of the Agreement as to Amount of Compensation is hereby amended in part to read as follows:

> **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-1. Exhibit "B" is rescinded and replaced in full by Exhibit "B-1."

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B-1 Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B-1.

2. **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.

3. This Amendment No. 1 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. 1 was executed by the parties hereto as of the date first above written.

By _____
Joseph Nordlinger (Nov 4, 2025 08:13:30 PST)
JOSEPH NORDLINGER, CEO

By _____
Christopher Thompson (Nov 4, 2025 08:07:07 PST)
CHRISTOPHER THOMPSON, Board Chair

"CONSULTANT"

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: _Shana A. Bagley___ County Counsel Date: _October 30, 2025___	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT "B-1"

COMPENSATION AND EXPENSE REIMBURSEMENT

Phase I	
1.0 Initiation: Project Scoping	$334,000.00
2.0 Planning - Landowner Outreach & Agreements	$536,000.00
3.0 Planning - Environmental Clearance	$445,000.00
Phase II	
4.0 Project - Implementation	$468,000.00
Contingency	$178,300.00
TOTAL:	$1,961,300.00

Indirect costs may be billed at a 10% of Modified Total Direct Costs (MTDC). MTC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subcontract. MTDC excludes equipment, capital expenditures, rental costs, and the portion of each subcontract in excess of $50,000. Subcontractors will be billed based on actual invoice and overall contract is a not to exceed.

The Napa Communities Firewise Foundation
P.O. Box 2336 I Napa, CA 94558
https://napafirewise.org

2025-2026 Rate Sheet
PDM

POSITION	HOURLY RATE
NCFF	
Director of Wildfire Preparedness	$185.00
Defensible Space Coordinator	$100.00
Project Manager	$125.00
Sr. Director of Vegetation Operations	$215.00
Project Lead III	$170.00
Project Lead II	$155.00
Project Lead I	$145.00
GIS/Data Analyst	$110.00
Director of Corporate Services	$185.00
Grants & Projects Analyst I	$110.00
Grants & Projects Analyst II	$125.00
Marketing Manager	$125.00
Chief Executive Officer	$225.00
DYNAMIC PLANNING	
Principal/Project Manager	$170.00
Deputy Project Manager	$125.00
SEQUOIA	
Staff Biologist 1-3	$132.00-$143.00
Project Biologist 3	$176.00
Sr. Biologist 3	$209.00
Assistant Project Manager 3	$193.00
Project Manager 3	$209.00
Project Manager 6	$243.00
Sr. Project Manager 3	$276.00
Program Manager 3	$309.00
Principal 3	$342.00
Project Administrator	$149.00
Technical Editor 3	$187.00

Signature Requested: HMGP

Final Audit Report 2025-11-04

Created:	2025-11-04
By:	Robyn Bera (robyn@napafirewise.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkxEnymFKmQDF8tIcyOqrQk06an2QKCYV

"Signature Requested: HMGP" History

Document created by Robyn Bera (robyn@napafirewise.org)
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Document e-signed by Joseph Nordlinger (jnordlinger@napafirewise.org)
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Agreement completed.
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1916

TO: Board of Supervisors

FROM: JC Greenberg, Napa County Deputy Fire Chief

REPORT BY: Stacie McCambridge, Staff Services Manager

SUBJECT: Surplus of Capital Asset Numbers 26350, 27012, 27043, 27327, and 27330.

RECOMMENDATION

Approve and authorize declared Capital Asset Nos. 26350, 27012, 27043, 27327, and 27330, to be surplus, removed from the capital asset list and sold at public auction. (Fiscal Impact: Increased Revenue; Fire Fund; Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

County Fire Currently has five capital assets on its inventory list in need of surplus. These items have been removed from service and are no longer required for use and are not being used. With approval of today's action, these items will be declared surplus. The SFW Chem Pro 100 monitor will be sold at public auction while the other items have already been disposed of through the shop fire or taken to a landfill.

Asset No. 27330, a SFW Chem Pro 100 Air Monitor, is used to aid the county hazmat team with identifying hazards such as chemical warfare agents and toxic industrial chemicals. This detector was purchased in June of 2009, and the vendor no longer produces the replacement parts for repair or operation, making it difficult to continue with serving the current machine. The machine has outlived its useful life.

In June of 1992, a customized fire engine was built to place in the "new" county station in southern Napa, now known as Greenwood Ranch Station. During this time, when customizing an engine, plans were drafted and engineered. The cost of doing so would then be passed on to the consumer, resulting in Asset No. 26350-1, Plans for E27. A cost of $5,431 was paid by the county for this process. These plans are now outdated and are no longer useful or relevant in 2025.

The Napa County Fire Training Grounds, located off Silverado Trail, had a modular office structure (Asset No. 27012) that had been used from 2004 through 2011. The portable modular trailer was used as a satellite office for training staff while conducting classes and drills. The trailer has become delipidated and no longer used due to mold, and deterioration. Due to the condition of the trailer, it was destructed and put into a dumpster to take to the county trash refuge.

In April of 2019, the St. Helena Shop had a fire that destroyed the structure. Along with the structure, two items that were lost in the fire were a Landa Hot Water Pressure Washer to clean tools (Asset No. 27043) and a 22x62x15 carport (Asset No. 27327). Both these items were removed and taken to a county trash refuge when the structure was demolished.

Government Code section 25504 provides authorization to the county purchasing agent for the direct sale of surplus personal property. California Government section 25363 authorizes the Board of Supervisors, upon four -fifths vote, to sell at public auction and convey to the highest bidder for cash, any property to the County and not required for public use. Revenue from the sale will be deposited into the Fire Fund (Fund 210) for use towards operational expenses.

Requested Actions:

1. Declare Capital Asset Numbers 26350-1 Plans for E27, 27012 Mobile Manor, 27043 Landa Hot Water Pressure Washer, 27327 22x62x15 roof cover, and 27330 SFW Chem Pro 100 air monitor, as surplus and no longer required for public use; and

2. Authorize the Auditor-Controller to remove these surplus assets from the capital asset listing; and

3. Authorize the sale of Capital Asset No. 27330 at public auction.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Revenue from the sale of the ChemPro device will be deposited into the Fire Fund (Fund 210) for use towards operational expenses.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	These items have been removed from service and are no longer required for use.
Is the general fund affected?	No
Future fiscal impact:	No
Consequences if not approved:	These items will remain on the Capital Asset inventory even though they are not being utilized.

ENVIRONMENTAL IMPACT

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

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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1896

TO: Board of Supervisors

FROM: Jennifer Palmer, Director of Housing & Community Services

REPORT BY: Brandee Freitas, Staff Services Manager Housing & Community Services

SUBJECT: Amendment No. 5 to Agreement No. 220376B with Partnership Health Plan

RECOMMENDATION

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

BACKGROUND

CalAIM is a Medi-Cal Waiver program designed to build a whole system, person-centered approach to care, in which clinical and social services are integrated to support people's health and wellbeing throughout their lives. As a statewide population health initiative, CalAIM will reach all Medi-Cal members.

The first stage of CalAIM implementation has included scaling impactful services from this and other initiatives statewide through Enhanced Care Management (ECM) and Community Supports (California's nomenclature for the proposed list of state approved In Lieu of Services/ILOS). ECM is designed to address the clinical and non-clinical needs of enrollees determined to have the highest needs through intensive coordination of health and health-related services. Its goal is to connect to beneficiaries on the street, in a shelter, in their doctor's office, or at home by providing a single Lead Care Manager to coordinate care and services among the physical, behavioral, dental, developmental, and social services delivery systems, making it easier for beneficiaries to get the right care at the right time.

Community Supports are services intended to be cost effective alternatives to traditional medical services or settings. Community Supports address the social drivers of health - the factors in people's lives that influence their overall health outcomes, such as housing, medical respite, assisted living, and medically tailored meals. A total of 15 services are approved under CalAIM:

- Transitional Rent
- Housing Transition Navigation Services
- Housing Deposits
- Housing Tenancy and Sustaining Services
- Short-Term Post-Hospitalization Housing
- Recuperative Care (Medical Respite)
- Day Habilitation Programs
- Caregiver Respite Services
- Nursing Facility Transition/Diversion to Assisted Living Facilities
- Community Transition Services/Nursing Facility Transition to a Home
- Personal Care and Homemaker Services
- Environmental Accessibility Adaptations (Home Modifications)
- Medically Supportive Food/Meals/Medically Tailored Meals
- Sobering Centers
- Asthma Remediation

The structure of CalAIM allows the Medi-Cal managed care plans, locally Partnership Health Plan, to identify which Community Supports it offers and contract for those services directly with providers. Locally, Napa County Department of Housing & Community Services (HCS) is the delegate administrative entity (DAE) for three Community Supports: Housing Transition Navigation Services, Housing Deposits and Housing Tenancy and Sustaining Services. HCS is eligible to receive payment in exchange for the direct provision or sub-contracted provision of services to CalAIM beneficiaries through a Master Service Agreement with Partnership Health Plan.

Today's action amends Agreement No 220376B for reimbursement for the fee-for-service costs for the provision of Housing Transition Navigation Services, Housing Deposits, and Housing Tenancy and Sustaining Services to include all applicable Exhibits and Attachments and an expiration date extension through December 2026.

Requested Action:

Approve and authorize the Chair to sign Amendment No. 5 to Master Services Agreement No. 220376B with Partnership Health Plan for the County to provide Community Supports to certain Medi-Cal participants through December 2026.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2030
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The agreement provides revenues supporting delivery of important housing services to assist individuals and families experiencing homelessness with obtaining and maintaining permanent housing.
Is the general fund affected?	No
Future fiscal impact:	CalAIM funds will be utilized to deliver qualifying housing services through December 2026.
Consequences if not approved:	Napa County will be unable to receive reimbursement for certain housing activities without the contract and will need to determine whether services will continue through provision of local funding.

ENVIRONMENTAL IMPACT

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

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Napa County Agreement No. 220376B

AMENDMENT NO. 5 TO THE MASTER SERVICES AGREEMENT

Between

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

and

NAPA COUNTY

This amendment ("Amendment") to the Master Services Agreement for Community Supports ("Agreement") is entered into between Partnership HealthPlan of California ("Partnership") and Napa County ("Subcontractor"), (collectively, the "Parties"). This Amendment is to be effective January 1, 2025. In the event of a conflict between this Amendment and any other provision of the Agreement, this Amendment will control. Any capitalized term utilized in this Amendment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Amendment. If a capitalized term used in this Amendment is not defined in the Agreement or this Amendment, it will have the same meaning ascribed to it in the Medi-Cal Contract.

RECITALS

WHEREAS, the Parties entered into the Agreement dated January 1, 2022; and

WHEREAS, the Parties entered into subsequent amendments to extend the term of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to extend the term and to reflect compliance with recent updates to the Medi-Cal Contract;

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

1. ARTICLE XI - TERM, TERMINATION AND AMENDMENT, Section 11.1: "TERM" is hereby removed in its entirety and replaced with the following:

   The term of this Agreement begins on the Effective Date and will continue in effect until December 31, 2026, unless terminated sooner in accordance with the terms of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the subsequent Amendment between Partnership and Subcontractor is entered into by and between the undersigned parties.

Subcontractor
Napa County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Partnership
Partnership HealthPlan of California

Signature: Signed by: Sonja Bjork 10AB1AB5333C440...

Printed Name: Sonja Bjork

Title: Chief Executive Officer

Date: 11/20/2025

Approved as to Form:
Napa County Counsel's Office
By: S.Darbinian

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:** 12/9/2025 | **File ID #:** 25-1909

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Self-Administered Rate for the Dental Program with Delta Dental

RECOMMENDATION

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

BACKGROUND

The County offers a self-funded PPO Dental Plan through Delta Dental. The County charges a premium amount to departments for each employee to fund a dental reserve from which the County pays claims and administrative costs. Because the County's PPO Dental Plan is self-funded, the County maintains a reserve in an internal services fund to pay claims and to respond to any fluctuations in total claim amounts.

The County has increased the self-administered rate over the last two years due to a negotiated agreement with the Public Services Employees union to provide enhanced dental benefits. Prior to the last two years, the rate over the past several years has decreased to reduce an overfunded dental reserve balance. After evaluating the dental fund balance this year, Human Resources requests that effective January 1, 2026, the County increase the self-administered rate that is charged to departments from $130.00 per employee or retiree per month, to $140.22 per month, which is an increase of 7.86%.

Requested Action:

Approve and authorize an increase to the County’s self-funded Dental Program rate to $140.22 per employee or retiree per month, effective January 1, 2026.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Departmental Budgets - Employee Group Insurance Premiums
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Increasing the self-funded rate will increase the County's reserve in anticipation of the increase in claim payments.
Is the general fund affected?	Yes
Future fiscal impact:	Human Resources will re-evaluate the dental fund balance next calendar year to determine if further adjustments to the rate will be needed.
Consequences if not approved:	The dental reserve fund will not be sufficient to pay the claims in the upcoming year.
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.

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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1918

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Adoption of a Resolution Authorizing a Matching Employer Contribution for the Benefit of 401(a) Retirement Savings Plan Participants for the 2026 Calendar Year

RECOMMENDATION

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

BACKGROUND AND DISCUSSION

On August 6, 2002, the County established the 401(a) Retirement Savings Plan ("Plan") for the benefit of Management, Confidential, and Non-Classified Officers and Non-Classified employees. Section 4.02-1 of the Plan provides that the County may provide an Employer Contribution involving a Match ("Match") to be allocated to the 401(a) pre-tax sub-account of each eligible officer or employee. To encourage saving for retirement, the Match has historically been made available to any Management, Confidential, or Non-Classified officer or employee of the County who participates in and has deferred an equivalent amount of their income into the County's 457 Deferred Compensation Plan (i.e., a dollar-for-dollar match up to a stated maximum). In its collective bargaining agreement with Service Employees International Union, Local 1021 (SEIU), the County agreed to provide a deferred compensation Match for the benefit of County employees who are SEIU members and participate in the Plan. In its total tentative agreement with the Napa County Probation Professionals Association (NCPPA), the County agreed to provide a deferred compensation Match for the benefit of County employees who are NCPPA members and participate in the Plan.

Whether a Match is provided is determined annually and is subject to the sole discretion of the County acting through its Board of Supervisors. Internal Revenue Service regulations state that if a Match is to be provided, it must be established by resolution of the Board of Supervisors prior to the commencement of the calendar year during which the Match will be made available. The Resolution must identify the maximum amount of the

Match and the conditions under which the Match will be made. The recommended Resolution satisfies these requirements.

The past practice of the Board has been to make available a Match for the benefit of each Management, Confidential, and Non-Classified officer and employee participant. The Board previously authorized a $1,800 Match for calendar year 2025. The Match recommended by the County Executive Officer to be made available in 2026 is $1,900 per Management, Confidential, and Non-Classified officer, and employee participant, $900 per SEIU employee participant, and $600 per NCPPA employee participant. The funds are included in the County's Fiscal Year 2025-2026 budget.

Requested Action:

Adopt a Resolution establishing a Matching Employer Contribution of $1,900 for Management, Confidential, and Non-Classified Officers and Non-Classified employees, $900 for SEIU employees, $600 for NCPPA employees, who are participants in Napa County's 401(a) Retirement Savings Plan during the 2026 calendar year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Funds to cover the Match are included in the Fiscal Year 2025-2026 Approved Budget for each County department. Match costs projected to be incurred in Fiscal Year 2026-2027 will be included in each department's budget request.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Promoting increased savings for retirement is important. Aggressive deferred compensation programs also are a valuable retention and recruitment tool. The increased 2026 annual cost of the Match contribution is projected to total approximately $82,100 based on 2025 participation.
Is the general fund affected?	Yes

Future fiscal impact:	The deferred compensation Match must be made on a calendar year basis, and the County operates on a fiscal year basis, some portion of the authorized Match may affect the following year's budget. Whether it affects the following year's budget depends on the timing and the deferral amounts authorized by participants into their 457 Deferred Compensation Plan sub-accounts. Experience with the Match demonstrates that most, but not all, Employer Contributions involving a Match have been paid during the first six months of each calendar year, which are the last six months of each fiscal year. Thus, based on experience, the impact on each department's Fiscal Year 2025-2026 budget of the proposed calendar year 2025 Employer 401(a) contribution Match is expected to be minimal. To be consistent with IRS regulations, the decision whether to offer a Match must be made by the County annually by adopting a resolution approving the amount of the Match and the applicable conditions. Approving a Match in one year does not obligate the Board to approve a similar Match (or any Match) in the following calendar year. Therefore, approving the proposed $1,900 Match, $900 Match, and $600 Match for 2026 will have no binding future fiscal impact beyond calendar year 2026 other than the potential but minimal effect noted in the previous paragraph.
Consequences if not approved:	Under the terms of the Memoranda of Understanding with SEIU and NCPPA, the Board is contractually obligated to provide the negotiated benefit of 401(a) Employer Matching contribution of $1,900, $900, or $600 for qualifying participants. If not approved, the County will be in violation of the contracts as approved.
Additional Information:	County Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ESTABLISHING A MATCH FOR CALENDAR YEAR 2026 FOR THE BENEFIT OF MANAGEMENT, CONFIDENTIAL, AND NON-CLASSIFIED EMPLOYEES AND NAPA COUNTY EMPLOYEES WHO ARE MEMBERS OF SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 AND NAPA COUNTY PROBATION PROFESSIONALS ASSOCIATION WHO PARTICIPATE IN THE COUNTY'S 401(a) RETIREMENT SAVINGS PLAN

WHEREAS, on August 6, 2002, Napa County established its 401(a) Retirement Savings Plan ("Plan"); and

WHEREAS, the Plan provides at Section 4.02 that Napa County ("Employer") shall annually determine, in its sole discretion, the amount of any employer contribution ("Employer Contribution") to be made to the Plan during the next calendar year; and

WHEREAS, the Plan further provides that the amount of the Employer Contribution, if any, for a calendar year shall be authorized by adopting a Resolution establishing the amount of said Employer Contribution, and the conditions related thereto, on or before January 1st of the calendar year during which the Employer Contribution shall be made available; and

WHEREAS, Section 4.02-1 provides that upon the adoption of a Resolution identifying the amount of an Employer Contribution for the next calendar year, which is designated as a matching 401(a) Employer Contribution ("Match"), the Employer during that next calendar year, shall make a contribution to the 401(a) pre-tax sub-account of any officer or employee who is a Plan participant ("Participant") in an amount equal to the contribution such Participant makes to their 457 Deferred Compensation Plan pre-tax sub-account during that same calendar year, provided, however, that the Match shall not exceed the maximum amount set forth in said Resolution; and

WHEREAS, the Chief Executive Officer's recommended budget proposed that the County should provide a deferred compensation Match during calendar year 2026 for the benefit of Management, Confidential, and Non-Classified employees and officers who participate in the Plan; and

WHEREAS, in its collective bargaining agreement with Service Employee International Union, Local 1021 (SEIU), the County Board of Supervisors agreed to provide a deferred compensation Match during calendar year 2026 for the benefit of County employees who are SEIU members and participate in the Plan; and

WHEREAS, after reviewing the County's recommended budget and the Collective Bargaining Agreement with SEIU, the Chief Executive Officer recommends implementation of a $900 Match for calendar year 2026 for the benefit of employees who are members of SEIU and Participants in the Plan.

WHEREAS, after reviewing the County's recommended budget, the County's Collective Bargaining Agreement with SEIU and the County's Management Compensation Plan, the Chief

Executive Officer recommends implementation of a $1,900 Match for calendar year 2026 for the benefit of Management, Confidential, and Non-Classified officers and employees who are Participants in the Plan; and

WHEREAS, in its collective bargaining agreement with Napa County Probation Professionals Association (NCPPA), the County Board of Supervisors agreed to provide a deferred compensation Match during calendar year 2026 for the benefit of County employees who are NCPPA members and participate in the Plan; and

WHEREAS, after reviewing the County's recommended budget and the Collective Bargaining Agreement with NCPPA, the County Executive Officer recommends implementation of a $600 Match for calendar year 2026 for the benefit of employees who are members of NCPPA and Participants in the Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors approves a Match of up to $1,900 during calendar year 2026 for the benefit of each Management, Confidential, and Non-Classified officer and employee who is, or who becomes, a Participant in the Plan during 2026, approves a Match of up to $900 during calendar year 2026 for the benefit of each employee who is a member of SEIU and who is, or who becomes a Participant in the Plan during 2026, and approves a Match up to $600 during calendar year 2026 for the benefit of each employee who is a member of NCPPA and who is, or who becomes a Participant in the Plan during 2026.

BE IT FURTHER RESOLVED, that any approved Match is a maximum and is not a guaranteed sum, and therefore for those Management, Confidential, and Non-Classified officer and employee Participants who fail to contribute $1,900 to their 457 Deferred Compensation Plan pre-tax sub-account during calendar year 2026, those employee Participants who are members of SEIU who fail to contribute $900 to their 457 Deferred Compensation Plan pre-tax sub-account during calendar year 2026, and those employee Participants who are members of NCPPA who fail to contribute $600 to their Deferred Compensation Plan pre-tax sub-account during calendar year 2026, the Match shall be limited to an amount equal to the contribution each such Participant actually makes to their 457 Deferred Compensation Plan pre-tax sub-account during calendar year 2026.

BE IT FURTHER RESOLVED, that the Board of Supervisors hereby approves that this Resolution shall remain in effect only during calendar year 2026.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

BE IT FURTHER RESOLVED, that the Board of Supervisors hereby directs the Clerk of the Board of Supervisors to deliver a copy of this Resolution to the Board of Control forthwith.

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 9th day of December 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Susan B. Altman*, Deputy Date: November 12, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: Neha Hoskins Clerk of the Board of Supervisors By: _____

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1988

TO: Board of Supervisors

FROM: Brian D. Bordona - Director of Planning, Building, and Environmental Services

REPORT BY: Jennifer Simpson-Van Dam- Interim Solid Waste Program Manager

SUBJECT: Resolution Authorizing Application for Waste Tire Enforcement Grant

RECOMMENDATION

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

BACKGROUND

The Waste Tire Enforcement Grant will provide the Local Enforcement Agency (LEA) resources to survey, analyze, and inspect tire dealers, auto dealers, auto-dismantlers and other businesses for the ongoing environmental health and safety problems of hauling and storing waste tires. The LEA has worked closely with CalRecycle Waste Tire staff in regulating illegal tire storage piles at several auto-dismantling businesses and successfully coordinated cleanup of other illegally disposed tires at locations throughout the County. The LEA will specifically be inspecting businesses as a surveillance and enforcement activity, reinforcing the current regulations and importance of legally hauling and storing of waste tires. Any persons violating the waste tire regulations will be issued notices of violation and possible referral to CalRecycle for appropriate enforcement. LEA staff has successfully implemented the Waste Tire Enforcement Grant for over a decade now providing a valuable service to the business community in the form of education and training about the program and prevention of illegal tire disposal in Napa County. The LEA plans to continue utilizing this Grant for years to come.

The grant program is currently on a 1-year cycle, with the same application required every year. The State requires a Board resolution authorizing the submittal of an application.

Requested Action:

Adopt a Resolution authorizing the submission of an application to the California Department of Resources Recycling and Recovery for a Waste Tire Enforcement Grant and authorize the Director of Planning, Building, and Environmental Services or designee to execute the necessary grant documents.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Grant from CalRecycle. The LEA will implement and receive cost reimbursement in the 2026-2027 fiscal year. The grant revenue will be included in the 2026-2027 fiscal year budget
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Waste Tire Enforcement Grant will provide the LEA resources to perform the grant program and benefit tire businesses in the County.
Is the general fund affected?	No
Future fiscal impact:	If CalRecycle awards this grant in fiscal year 2025-2026, the LEA will implement and receive cost reimbursement in the 2026-2027fiscal year. The LEA must apply for grant awards annually. The LEA expects to apply for and receive grant funds in future years.
Consequences if not approved:	The LEA would not receive the grant award and would not be able to perform waste tire inspections, educate businesses on proper regulatory standards for hauling waste tires, nor identify and assist businesses in removing large waste tire piles that can cause a threat to the environment.
Additional Information	Strategic Initiative: Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: There is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable pursuant to the General Rule contained in the Guidelines for the Implementation of the California Environmental Quality Act, 14 CCR 15061 (b)(3).

RESOLUTION NO. 2025-___

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AUTHORIZING AN APPLICATION FOR A WASTE TIRE ENFORCEMENT GRANT

WHEREAS, funds are allocated and available from the California Department of Resources Recycling and Recovery (CalRecycle) for grants to solid waste Local Enforcement Agencies (LEA) and cities and counties with regulatory authority within the city and county government to perform enforcement/compliance and surveillance activities at waste tire facilities; and

WHEREAS, CalRecycle has been delegated responsibility for administration of the foregoing grant program within the State, including setting up necessary procedures governing applications by cities and counties under the program; and

WHEREAS, Napa County is an LEA engaged in a solid waste facility permit and inspection program and is eligible to apply for a grant; and

WHEREAS, the Board of Supervisors of Napa County has authorized the Napa County LEA to apply for the above grant each year since 2003.

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

1. The Board of Supervisors, on behalf of the Napa County LEA, hereby authorizes the submittal of an application to CalRecycle for a Waste Tire Enforcement Grant for the State's fiscal year 2025-26 award cycle, to be received by the County in fiscal year 2026-27, and approves execution of the corresponding grant agreement in an amount not to exceed **Twenty-Two Thousand, Three-Hundred, Fifty-Two Dollars ($22,352.00)**, in the manner set forth in (2), below; and

2. The Director of Planning, Building, and Environmental Services of Napa County is hereby authorized and empowered to execute in the name of Napa County as Napa County LEA all necessary applications, contracts, requests for payments, amendments for the purpose of securing such grant funds; the Assistant Director of Planning, Building, and Environmental Services is further authorized to approve and execute any necessary grant agreements and to implement and carry out the purposes specified in the application.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the ___ day of _____, 2025, by the following vote:

AYES: SUPERVISORS: _____

NOES: SUPERVISORS: _____

_____

ABSENT: SUPERVISORS: _____

NAPA COUNTY, a political subdivision of the State of California

_____

ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Rebekah Reynolds* County Counsel	Date: _____ Processed By:	By: _____
Date: *November 14, 2025*	_____ Deputy Clerk of the Board	

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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1856

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 "Napa Library Furniture Project," PW 25-21

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

In 1916, the State of California passed legislation that allowed counties to establish free public libraries, and the Napa County Board of Supervisors then established the Napa County Free Library, located three blocks from the Goodman Library in downtown Napa. In 1963, the Napa City Library merged with the Napa County Free Library. In order to better serve the growing service area, and with a combination of funds from the Library, the Friends of the Library, and federal and local grants, the current library on Coombs Street was built in 1974 and later expanded in 1994. Since the expansion in 1994, the Napa Library has undergone a handful of remodels and improvements.

Library furniture is used by patrons daily, and a portion of the existing inventory has become worn or no longer adequately meets current user needs. The Napa Library Furniture Project will replace outdated furniture and upgrade the conversation and concentration pods to improve functionality, comfort, and the overall patron experience. Napa Library staff worked with Facilities By Design, the County's on-call interior design consultant, to finalize a furniture package.

On October 21, 2025, the Board of Supervisors (BOS) 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.

On November 13, 2025, bids were received and opened for the Napa Library Furniture Project, PW 25-21. The bid results are attached for reference. The apparent low bidder was MG West for their base bid of $309,260. The total project cost for the project scope, including construction, construction and project management, and

construction contingency, is $404,260. The project will be funded by the Library Fund. The lead time on the furniture is sixteen (16) weeks, construction is planned for May of 2026, and the library will be closed during construction.

Requested Actions:

1. Award of the Construction contract for the "Napa Library Furniture Project" PW 25-21 to MG West of San Francisco, CA for their low base bid of $309,260 and authorization for their Chair to sign the construction contract; and
2. Approve a Budget Amendment for the following (4/5 votes required):
   a. Increase Intrafund Transfers Out appropriations by $404,260 in the Napa Library CIP budget (Fund 2020, Sub-Division 2020501, Account 57900) offset by use of its available fund balance to transfer to Project 26014 and increase its Intrafund Transfers In revenues (Fund 2020, Sub-Division 2020501, Project 26014, Account 49900); and
   b. Increase Construction Services appropriations by $404,260 in Project 26014 (Fund 2020, Sub-Division 2020501, Project 26014, Account 52360) offset by a Intrafund Transfers In revenue from the Napa Library CIP budget.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Library Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To provide the Napa Library with much needed furniture and study pod replacements to improve the library's ability to serve the community.
Is the general fund affected?	No
Future fiscal impact:	Future fiscal impacts will include routine maintenance and upkeep of the new furniture and study pods.
Consequences if not approved:	The Napa Library's furniture will not be replaced and will continue to deteriorate, and the existing pods will continue to not provide proper study environments for users.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Pursuant to Section 15022 and 15268 of the State CEQA Guidelines issuance/approval of the following permits in the County shall be conclusively presumed to be ministerially exempt from the requirements of CEQA and thus preparation of an environmental document is not required: Building and Related permits (1) Building and related permits, including driveways up to 300 feet (e.g. demolition, plumbing, electrical, solar panels). As noted in the project description this project involves interior building improvements and will not impact the outside of the building or the building envelope, will not result in the need for the removal of any trees, will not require any grading, and will not change the underlying

existing use of the facility, as such due to this the project is ministerially exempt from the requirements of CEQA and preparation of an environmental document is not required.

PW 25-21, Napa Library Furniture Project

	Contractor	Bid Amount
1	MG West	$309,260.00
2	Seats and Stations Consulting Corp.	$313,533.42
3	Trope Group, Inc.	$314,643.00
4	The Inside Source Inc.	$330,421.81
5	KBM Office Equipment Inc.	$331,049.53

Napa Library Furniture Project, PW 25-21 11/21/25

		CONSTRUCTION PHASE				
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**
Construction	$309,260	$309,260	$0	$0	0%	$0
Construction Contingency	$75,000	$75,000	$0	$0	0%	$0
Construction Management	$20,000	$20,000	$0	$0	0%	$0
Design and Engineering	$20,000	$0	$20,000	$7,879.74	39.40%	$12,120.26
TOTAL	$424,260	$404,260	$20,000	$0	0%	$12,120.26

Napa County

Board Agenda Letter

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1868

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works, Fleet Department

REPORT BY: Mercedes Meats - Supervising Staff Services Analyst

SUBJECT: Disposal of County Surplus Vehicles, Competitive Bid Award, Budget Amendment and Establish One Capital Asset

RECOMMENDATION

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

BACKGROUND

The county has nine vehicles that have outlived their useful lives, have been or will be removed from service, and are no longer required for public use. With approval of today's actions, these nine vehicles will be declared surplus and sold at auction. Today's actions will authorize the Public Works Director and/or Fleet Manager to sign the certificate of titles for the surplus items being sold at auction. As a general practice, Fleet Management attempts to maximize utilization of vehicles before identifying them as surplus. Typically, Fleet vehicles are replaced when they have been driven 120,000 miles and/or are 12 years old and patrol vehicles are replaced when they have been driven 90,000 miles and/or are 4 years old. In some instances, vehicles that exceed the typical replacement cycle may be retained if their maintenance costs and condition warrant continued use. Conversely, some vehicles are declared surplus and disposed of before they reach the replacement target because the cost to maintain and/or repair them are not justified. Additionally, vehicles involved in major collisions, require major engine or transmission work, or experience excessive wear or exposure to harsh conditions are generally declared surplus and disposed of if the costs of making the necessary repairs or providing continued maintenance are not justified. California Code Section 25363 authorizes the Board of Supervisors, upon a four-fifths (4/5) vote, to sell at public auction, and convey to the highest bidder, for cash, any property belonging to the County and not required for public use.

In addition, with today's action we are requesting retroactive approval to award Jimmy Vasser Toyota a competitive bid award for the purchase of a 2025 Toyota Rav 4 in the amount of $38,000, approval of an

associated budget amendment to increase Equipment appropriations in the Fleet Vehicle Replacement subdivision, offset by use of its available fund balance, and approval of the capital equipment purchase to replace Unit 426 which was totaled in August 2025.

The Fleet Division's Vehicle Replacement budget includes appropriation to replace vehicles for urgent cases such as this. Therefore, Fleet was able to purchase the replacement vehicle in November 2025. Approval of today's action will replenish appropriations for future potential urgent replacement needs.

Requested Actions: (4/5 vote required)
1. Declare certain capital asset vehicles as surplus and no longer required for public use;
2. Authorize the Auditor-Controller to remove these surplus assets from the capital asset listing;
3. Authorize the sale of capital asset surplus vehicles at public auction;
4. Authorize the Public Works Director and/or Fleet Manager to sign the certificate of titles for the surplus items being sold at auction;
5. Authorize the purchase of capital equipment and competitive bid award to Jimmy Vasser Toyota for the purchase of a 2025 Toyota Rav 4 in the amount of $38,000; and
6. Increase Equipment appropriations in Fleet-Vehicle Replacement budget (Fund 4100 Sub-division 4102000 Account 55400) by $38,000, offset by use of available fund balance.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The vehicles recommended for surplus and auction have outlived their usefulness, have been or will be removed from service, and are no longer required for public use. Revenue will be deposited into Fleet Fund 4100 Replacement Vehicle Sub-Division 4102000. The 2025 Rav 4 will replace the totaled vehicle (Unit 426).
Is the general fund affected?	No
Future fiscal impact:	Selling surplus vehicles at auction has no future fiscal impact past the current fiscal year. Replacement and Operations and Maintenance charges for the replacement vehicle will be charged accordingly within the Fleet Internal Service Fund.
Consequences if not approved:	Accumulated surplus property would exceed existing storage capacity. The Ag Dept will be lacking sufficient vehicles.
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.

VEHICLES TO BE SURPLUSED AND SOLD AT AUCTION

ITEM #	PROPERTY/ASSET #	DESCRIPTION	SHOP #	LICENSE #	VIN#
1	27599 / 100196	2014 FORD F150	235	1454212	1FTFW1CT0EKE25508
2	27804 / 100333	2019 FORD RESPONDER	101	1559551	1FTEW1P48KKC22506
3	27944 / 100379	2021 FORD INTERCEPTOR	111	1581444	1FM5K8AC6MNA02749
4	102015	2023 TOYOTA RAV4 HYBRID-TOTALED	426	1668187	JTMMWRFV3PD185977
5	27160 / 100129	2006 FORD RANGER	205	1232961	1FTYR14U76PA59753
6	27162 / 100130	2006 FORD RANGER	207	1233153	1FTZR45E26PA76246
7	28094 / 100231	2015 TOYOTA PRIUS	55	1471101	JTDKN3DP2F3073932
8	27178 / 100138	2007 TOYOTA HIGHLANDER	413	1163800	JTEHW21A070034336
9	27567 / 100185	2013 FORD ESCAPE	369	1411353	1FMCU9G97DUB98516

Napa County

Board Agenda Letter

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1904

TO: Board of Supervisors

FROM: Steve Lederer, Director

REPORT BY: Nate Galambos, Engineering Manager

SUBJECT: Project Creation and Budget Amendment for "Devlin Road Paving," RDS 25-50

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

The roads to be rehabilitated 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 Sates Army Corps of Engineers and later standardized by American Society for Testing and Materials (ASTM). The PCI is a numerical index ranging from 0 to 100. Public Works uses the PCI to develop an extended 5-year plan, which is updated annually, to guide our efforts. Please note this is not a "worst first" analysis, it is based on "the best bang for the buck," meaning that smaller amounts of maintenance money on roads that aren't in bad shape can sometimes be much more effectively spent than a large amount of money on a road that has already failed. Due to recent road base failures, Public Works is adding Devlin Road (average PCI of 29) to our 2026 paving plans, from its intersection with Soscol Ferry Road south approximately 3,500 feet (near the Chevron station).

The requested funding for the project is for the design through bidding. Public Works will return to the Board at time of construction award requesting another Budget Amendment to fully fund the project.

Requested Actions:

Approve a Budget Amendment for the following (4/5 votes required):

a. Reclass Construction Services appropriation by $300,000 in the Monticello Area Paving Project (Fund

2040, Sub-Division 2040500, Project 23026, Account 52360) to Transfers Out appropriations (Fund 2040, Sub-Division 2040500, Project 23026, Account 56100) to return $300,000 to the Capital Improvement Projects Fund (CIF) and increase its Transfers In revenue (Fund 3000, Sub-Division 3000000, Account 48200);

b. Increase Transfers Out Appropriations by $300,000 in the CIF (Fund 3000, Sub-Division 3000000, Account 56100) offset by a Transfer In revenue from project 23026 to transfer to project 26018 and increase its Transfer In revenues (Fund 2040, Sub-Division 2040500, Project 26018, Account 48200); and

c. Create a new Project 26018 for the "Devlin Road Paving" and increase Engineer Services appropriations by $300,000 in Project 26018 (Fund 2040, Sub-Division 2040500, Project 26018, Account 52145) offset by a Transfers In revenue from the CIF.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Capital Improvement Projects Fund.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is necessary to move the project into design for roadway rehabilitation.
Is the general fund affected?	Yes
Future fiscal impact:	Staff will return later to request another budget amendment to fully fund the project to completion.
Consequences if not approved:	The road will not be rehabilitated resulting in costlier maintenance and potential roadway safety hazard.
Additional Information	Public Works recently completed the Monticello Area Paving project, which finished under budget. The remaining funds from that project are being transferred in order to commence this project. 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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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1919

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Pueblo Area Rehabilitation Project, RDS 26-01 - Approval of the Reimbursement Agreement with the Napa Sanitation District and a Budget Amendment

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

The Napa Sanitation District (NSD) is partnering with the City of Napa and County of Napa to administer the Pueblo Area Rehabilitation Project, which is located in northwest Napa between West Pueblo Avenue, Solano Avenue, Linda Vista Avenue, and Redwood Road. The project will rehabilitate the existing sewer infrastructure, replace select water pipelines, restore the pavement surface, and repair concrete drainage facilities as needed, among other project related improvements.

Given the expense, vast scope, and available fiscal funding for each agency involved, the project was split into two phases. Phase 1 will focus on repairs to the project area north of Janette Drive, south of Redwood Road, east of Linda Vista Avenue, and west of Solano Avenue, with construction in 2026. Phase 2 will repair the section of road north of Morlan Drive, south of Janette Drive, east of Rancho Drive, and west of Solano Avenue, with construction in 2027.

On May 20, 2025, the Board of Supervisors approved a Professional Services Agreement with Nichols Consulting Engineers, Inc. to prepare Plans and Specifications for the paving portion of the project, as well as a Cooperation Agreement with the City of Napa, for the City to reimburse the County for expenses to design their portion of the project. This project was originally titled the "Pueblo Pocket Paving Rehabilitation Project," RDS 26-01. At the request of NSD and the City of Napa, the title has been changed to the "Pueblo Area

Rehabilitation Project - Phase 1," RDS 26-01, in order to encompass all agencies involved in the project. The final design for the "Pueblo Area Rehabilitation Project - Phase 1," RDS 26-01, is complete and was advertised for bid by the Napa Sanitation District on November 12, 2025. The County's paving was incorporated in their contract as Bid Alternate A.

The following 18 streets will be paved in 2026 as part of Phase 1 Construction: Barbara Rd, Carol Dr, Ethel Porter Dr, Geneva Ct, Janette Ct, Janette Dr, Joyce Ct, Kathleen Dr, Lonnie Dr, Marjorie Dr, Mary C Dr, Nancy Ct, Noelle Way, Pamela Dr, Ruth Dr, Sandra Dr, Susan Ct, and Verna Dr. The following 18 streets will be paved in 2026 as part of Phase 1 Construction: Barbara Rd, Carol Dr, Ethel Porter Dr, Geneva Ct, Janette Ct, Janette Dr, Joyce Ct, Kathleen Dr, Lonnie Dr, Marjorie Dr, Mary C Dr, Nancy Ct, Noelle Way, Pamela Dr, Ruth Dr, Sandra Dr, Susan Ct, and Verna Dr.

The Reimbursement Agreement proposed for approval, gives NSD the responsibility to advertise, award, and administer the construction contract and makes the County responsible for reimbursing NSD for the cost of paving and appurtenant work. The Reimbursement Agreement was approved by NSD on November 18, 2025. County staff recommends that the County and NapaSan enter into a Reimbursement Agreement to authorize NapaSan to advertise, award, and administer the construction contract for the Pueblo Area Rehabilitation Project - Phase 1.

Requested Actions:

1. Approve Agreement No. 260232B with the Napa Sanitation District; and

2. Approve a Budget Amendment for the following (4/5 votes required):

a. Increase Transfers Out appropriations by $3,050,000 in the Local Transportation Tax (T/U) Non-Operating Special Revenue Fund (Fund 2440, Sub-Division 1220053, Account 56100) offset by use of its available fund balance to transfer to Project 25010 and increase to its Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 25010, Account 48200); and

b. Increase Construction Services appropriations by $3,050,000 in Project 25010 budget (Fund 2040, Sub-Division 2040500, Project 25010, Account 52360) offset by a Transfer In revenue from the Local Transportation Tax (T/U) Non-Operating Special Revenue Fund.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Partnering with the Napa Sanitation District will allow the County to participate in a joint agency effort to rehabilitate the existing infrastructure in the Pueblo Area and reduce costs for both agencies. This project budget was not included as part of the Annual Budget process since Local Transportation Tax (T/U) Funds are received from NVTA on a quarterly basis.
Is the general fund affected?	No

Future fiscal impact:	After bid opening, staff will need to return to the Board for a budget amendment needed to cover construction management and special inspections. Construction will occur in two phases. Phase 1 will take place in fiscal year 2026-27 and Phase 2 in fiscal year 2027-28. The project was phased out into two different construction seasons due to fiscal funding limitations.
Consequences if not approved:	The Napa Sanitation District will move forward with their project, which will damage the existing pavement and require a future paving project to repair damages. This would ultimately impact the residents and create projects that are completed in multiple years, having increased costs and a major impact on the neighboring community.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B].

NAPA COUNTY AGREEMENT NO. 260232B

AGREEMENT BETWEEN NAPA SANITATION DISTRICT AND NAPA COUNTY REGARDING THE PUEBLO AREA REHABILITATION PROJECT (RDS 26-01) – PHASE 1

This Agreement ("AGREEMENT") is entered into in Napa County, California, this ___ day of _____ 2025, ("Effective Date") by and between Napa County, a political subdivision of the state of California, hereinafter referred to as "COUNTY", and the Napa Sanitation District, a County sanitation district, formed pursuant to Health & Safety Code Sections 4700, et seq., hereinafter referred to as "NAPASAN" (each a "PARTY" and collectively, the "PARTIES").

RECITALS

WHEREAS, NAPASAN is designing and plans to construct a sanitary sewer rehabilitation project in the Pueblo Area of western Napa in 2026 ("Project Phase 1"), collectively referred to as the "NAPASAN Project Scope";

WHEREAS, COUNTY plans to construct the Pueblo Area Roadway Rehabilitation Project ("COUNTY Project Scope") in 2026 in the same project area as the NAPASAN Project;

WHEREAS, NAPASAN and COUNTY wish to partner and combine the projects to reduce the impacts to the residents of the project area and decrease total project costs;

WHEREAS, NAPASAN is willing to bid the COUNTY Project Scope and NAPASAN Project Scope together and to otherwise administer the construction of the COUNTY Project on COUNTY's behalf under the terms and conditions set forth herein;

WHEREAS, COUNTY wishes to contract with NAPASAN to have NAPASAN administer the COUNTY Project Scope in conjunction with the NAPASAN Project Scope (collectively the "Combined Project");

TERMS

NOW, THEREFORE, NAPASAN and COUNTY agree as follows:

1. **Project Definition and Scope of Services.**
   A. *NapaSan Project*. The NAPASAN Project will be included as part of its 2026 Collection System Rehabilitation Project. The NAPASAN Project will include rehabilitation, repair, and replacement of existing sanitary sewer main pipes, laterals, manholes, flush holes, and cleanouts and raising existing manholes and utility structures to grade within the project area, according to the Project Map ("Exhibit A").

   B. *County Project*. The COUNTY Project that will be part of the Combined Project will include, but not be limited to, paving of COUNTY streets, as needed repairs to curb and gutter, and improvements to damaged storm drainpipes within the project area, according to the Project Map ("Exhibit A").

C. *Project Modification*. The Combined Project may be modified during construction as necessary to address unforeseen conditions or otherwise. The modifications shall be in the form of construction change orders, and will be approved in accordance with NAPASAN's Procurement Policies (District Code Section 2.03, et seq.). It is acknowledged that such construction change orders may or may not increase or decrease the overall construction cost of the Combined Project. The estimated project costs of the COUNTY's Project Work, as described in Section 4 below, identify construction costs including a construction contingency. NAPASAN and the COUNTY agree that all construction change orders will be discussed at regularly scheduled project meetings, and that any construction change orders that alter the COUNTY's Project Work shall require approval by the Director of Public Works, with such approvals or disapprovals made on a timely basis so as not to disrupt the project timeline or result in additional project costs due to time delays.

2. **Design and bidding of the Project.**

A. The COUNTY will conduct, pay for, and be responsible for the design and preparation of plans and specifications of the COUNTY's Project Work.

B. NAPASAN will conduct, pay for, and be responsible for the design and preparation of plans and specifications of NAPASAN's Project Work. NAPASAN will be the lead agency for CEQA. NAPASAN will combine the NAPASAN's design plans and specifications with the COUNTY's design plans and specifications for the purpose of creating a single project for bidding. NAPASAN will advertise the combined project design plans and specification for bidding by contractors per Section 3(A) below.

3. **Construction of the Project.**

A. *Procurement*. NAPASAN will conduct and be responsible for the procurement of all contracts associated with the construction of the Combined Project, including selecting and awarding the lowest responsive and responsible bidder for construction. Procurements shall follow District Code Section 2.03, et seq. COUNTY may participate in the vendor selection process by reviewing proposals and bids, and providing timely comments to NAPASAN, but the final selection of contractors and consultants shall be made by NAPASAN.

B. *Construction Management and Inspection*. NAPASAN shall be responsible for all construction management oversight of the project and comply with all Measure T signage requirements for the COUNTY Project Work. NAPASAN will be responsible for construction management, inspection, labor compliance services associated with construction, design services during construction, NAPASAN staff costs, permit fees, and other direct costs related to construction and oversight related to NAPASAN's Project Scope. COUNTY will be responsible for all construction management, inspection, labor compliance services associated with construction (if required), design services during construction, COUNTY staff costs, permit fees, and other direct costs related to construction and oversight of the COUNTY's Project Scope, including review and approval of the Contractor's traffic control plans for all work within the COUNTY's public rights-of-way, and any additional costs associated with compliance with Measure T requirements.

4. **Project Cost, Payments, and Compensation.**

A. *Project Cost Paid by the County*. COUNTY agrees to be responsible for and pay those costs associated with the COUNTY's Project Scope per Section 4(B) below. If the COUNTY hires third-party design consultants, construction managers, inspectors, or others to aid in the implementation and/or oversight of the COUNTY's Project Scope, the COUNTY is responsible for paying for these costs directly.

B. *Amount of Project Cost Paid by the County*. This Agreement authorizes the COUNTY to pay all actual COUNTY Project Scope expenses as defined above in accordance with the maximums and procedures in this Section 4. The COUNTY Project Scope is estimated to cost that amount set forth below ("Estimated Cost"):

$2,360,000	for paving construction
$ 190,000	for curb and gutter construction
$ 0	permit fees
$ 500,000	contingency
$3,050,000	Total

Any amounts over the Estimated Cost shall require an amendment to this Agreement prior to encumbrance of those costs. COUNTY agrees not to withhold its agreement for reasonable expenses related to implementation of the COUNTY Project Scope. Both parties agree to proceed with the project acknowledging that if the COUNTY Project Scope exceed resources available to COUNTY, the COUNTY Project Scope may not be completed.

C. *Project Cost Paid by NAPASAN*. NAPASAN agrees to be responsible for and pay Combined Project costs associated with NAPASAN's Project Scope. NAPASAN Project Scope costs include construction cost, construction management, inspection, labor compliance services associated with construction (if required), design services during construction, NAPASAN staff costs, permit fees, and other direct costs related to construction and oversight of NAPASAN's Project Scope.

D. *Amount of Project Cost Paid by NAPASAN*. NAPASAN portion of the Project is estimated to cost as follows:

$9,000,000	for sewer system rehabilitation
$9,000,000	Total

E. *Payment Upon Invoice*.

(i) Invoices. In accordance with Section 4(B) COUNTY shall reimburse NAPASAN the construction costs incurred by NAPASAN to complete the COUNTY Project Scope. NAPASAN shall present invoices no more frequent than monthly and include the construction contractor's progress pay estimate and any contract change orders for work listed in Section 4(B) above. After review and approval of invoices by the Director of Public Works or designee, approval of which shall not take more than fifteen (15) calendar days, invoices shall be forwarded to the Napa County Auditor for payment to NAPASAN within thirty (30) calendar days of receipt by the Napa County Auditor.

(ii) Interest on Overdue Invoices. COUNTY agrees that approved invoices that are not paid within the time established in Section 4 (E)(i) above shall be assessed a one percent (1%) per month interest charge, and that COUNTY agrees to pay and shall be financially responsible for such interest charges. Interest charges shall not accrue if COUNTY reasonably disputes an invoice.

5. Ownership, Maintenance and Operation of the Project.

A. *Ownership of the Project*. Prior to NAPASAN accepting the work of the selected construction contractor and/or filing a Notice of Completion, NAPASAN shall address any

close-out issues identified by COUNTY related to the COUNTY Project Scope and request COUNTY accept the improvements. The parties agree that the existing improvements and completed COUNTY Project Scope improvements are COUNTY property.

B. *Operation of the Project*. COUNTY will accept responsibility for operation and maintenance of the COUNTY's Project Scope upon completion. NAPASAN will accept responsibility for operation and maintenance of NAPASAN's Project Scope upon completion.

6. **Access to Records / Document Retention.**
NAPASAN will maintain Combined Project construction drawings and other information regarding the construction of the Combined Project for at least seven (7) years following completion of the project. Financial records associated with the Combined Project, including payables records, receivable records and grants receivable records, shall be maintained at least seven (7) fiscal years after the transactions are recorded. COUNTY, NVTA-TA , or the duly authorized representatives of the COUNTY or NVTA-TA, shall have access to any books, documents, papers and records of NAPASAN which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, NAPASAN shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

7. **Term of the Agreement.**
The term of this Agreement shall commence on the date first above written and shall continue through the warranty period of the Combined Project; except that the obligations of the parties under Paragraphs 8 (Insurance) and 9 (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 NAPASAN to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraph 6 (Access to Records/Retention).

8. **Insurance.**
NAPASAN shall cause the CONTRACTORS performing work under this Agreement to 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, insurance coverage which meets or exceeds the following:

A. **Workers' Compensation Insurance.** Workers' compensation insurance for the performance of any of the 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. NAPASAN shall provide COUNTY with a certification of all such coverages upon request by COUNTY's Risk Manager.

B. **Liability Insurance.** The following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance or coverage provided through a Joint Power Insurance Authority:

(1) **General Liability.** Commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement except for acts or omissions performed in strict compliance with express direction from the COUNTY's governing board, officers or

personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(3) **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned and non-owned vehicles used in conjunction with CONTRACTOR'Sbusiness of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph 8.B.1, above. If NAPASAN or NAPASAN's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, NAPASAN shall provide evidence of personal auto liability coverage for each such person upon request.

C. **Certificates of Coverage.** NAPASAN shall obtain from CONTRACTORS evidence of the coverages referenced in 8(B), above, 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 NAPASAN with the Public Works Director prior to commencement of performance of any of work.

(1) **Notice of Cancellation.** The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY or NAPASAN number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY 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.

(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 liability.

(3) **Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in 8(B)(1) and, for the comprehensive automobile liability insurance coverage referenced in 8(B)(3) where the vehicles are covered by a commercial policy rather than a personal policy, the CONTRACTORS shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY and NAPASAN, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTORS shall file an endorsement waiving subrogation with the evidence of coverage.

(4) **Additional Requirements.** The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY and NAPASAN shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY and NAPASAN with respect to any insurance or self-insurance programs maintained by COUNTY or NAPASAN. 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.

(5) **Copies of Policies.** Upon request by COUNTY's Risk Manager, NAPASAN shall provide or arrange for the CONTRACTOR to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

D. **Inclusion in Subcontracts.** NAPASAN agrees to require all contractors, subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and Liability Insurance requirements set forth in this Paragraph 8. NAPASAN shall provide COUNTY with certification of such coverage held by NAPASAN's contractor(s) and/or subcontractor(s) upon request of COUNTY's Risk Manager.

9. **Indemnification.**

A. By NAPASAN. NAPASAN, and any contractors secured by NAPASAN to complete COUNTY's Project Scope, shall defend, indemnify and hold harmless COUNTY and the officers, agents and employees of COUNTY from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by NAPASAN or its officers, agents, or employees, of activities or obligations required of NAPASA under this Agreement except where the loss was proximately caused by acts or omissions of NAPASAN performed in strict compliance with express direction from COUNTY's governing board, officers or personnel (which direction specifically includes the plans and specifications provided by COUNTY pursuant to section 2(A)) other than direction based upon and conforming to advice from NAPASAN.

B. By COUNTY. COUNTY, and any contractors secured by COUNTY to complete COUNTY's Project Scope, shall defend, indemnify and hold harmless NAPASAN and the officers, agents and employees of NAPASAN from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by COUNTY or its officers, agents, or employees, of obligations required of COUNTY under this Agreement as well as for claims where the loss was proximately caused by acts or omissions of NAPASAN performed in strict compliance with express direction from COUNTY's governing board, officers or personnel other than direction based upon and conforming to advice from NAPASAN.

C. 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.

10. **Ongoing Duties and Responsibilities.** In addition to the parties' duties and responsibilities as described in other sections of this AGREEMENT, the parties acknowledge and agree to perform the following on an ongoing basis during the time that the Project is under construction:

A. Regular Staff Meetings. The respective staffs of COUNTY and NAPASAN, and their retained consultants or contractors, will meet as needed to address matters contained in this AGREEMENT.

B. Commitment of Staff and Resources. To provide sufficient staff and/or resources to this process to efficiently meet the goals and tasks set forth in this AGREEMENT.

11. **Warranty of Legal Authority.** Each party warrants and covenants that it has the present legal authority to enter into this AGREEMENT and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this AGREEMENT shall be void.

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

13. **Dispute Resolution.** The parties agree to negotiate in good faith any disputes or disagreements arising from this AGREEMENT. In the event that the parties cannot come to agreement within a reasonable period of time, the parties agree to the use of a third party, independent mediator to help the parties come to mutual agreement. The parties agree not to seek remedy or dispute resolution through the courts without first attempting in good faith to resolve the dispute through negotiation or mediation, but in no way does this requirement limit the rights of either party to seek redress through legal action.

14. **Attorneys' Fees.** In the event that either party commences legal action of any kind or character to 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.

15. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

16. **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. 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.

    ***Napa Sanitation District*:**
    General Manager
    1515 Soscol Ferry Road
    Napa, California 94558

    ***County of Napa*:**
    Director of Public Works
    1195 Third Street, Suite 101
    Napa, CA 94559

    Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

17. **Entire Agreement.** 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.

18. **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 COUNTY acting through its Board of Supervisors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed in Section 1 above. Failure of NAPASAN 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.

19. **Recitals Adopted.** The parties hereby agree to and adopt the AGREEMENT recitals as portions of the AGREEMENT.

20. **Termination.** This Agreement may be terminated by either party for any reason prior to NAPASAN executing a construction contract for the Combined Work by giving written notice of such termination to the other party; provided, however, that no such termination may be effected unless an opportunity for consultation is provided prior to the effective date of the termination. 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 the convenience of COUNTY.

21. **Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

22. **Electronic Signatures.** Each Party agrees that electronic signatures, whether digital or encrypted, of the Parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. The term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Without limiting the generality of the foregoing, delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

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

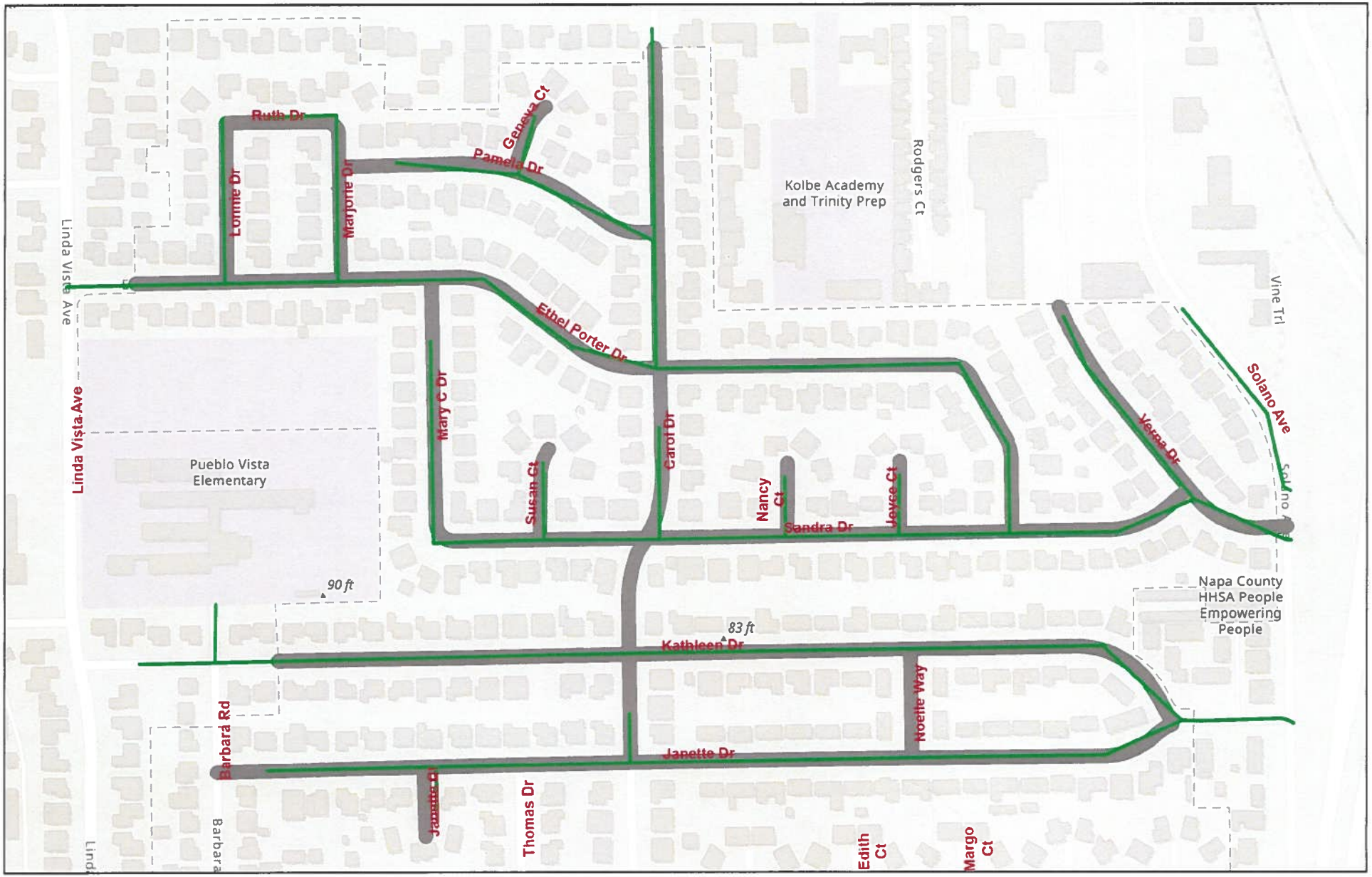
NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL,
Chair of the Board of Supervisors

NAPA SANITATION DISTRICT

By: _____
Scott Sedgley
Chair of the Board of Directors

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: October 16, 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: _____
APPROVED AS TO FORM District Counsel By: _____ District Counsel Date: 11/19/2025	APPROVED BY THE NAPA SANITATION DISTRICT BOARD OF DIRECTORS Date: 11/19/25	ATTEST: Donell Mannor Clerk of the Board of Directors By: Donell Mannor



N

Limits of Paving

Sewer Rehabilitation

EXHIBIT A - PROJECT MAP

AGREEMENT BETWEEN NAPA SANITATION DISTRICT AND NAPA COUNTY REGARDING THE PUEBLO AREA REHABILITATION PROJECT - PHASE 1

Collection • Treatment • Recovery • Reuse

NapaSan

NAPA COUNTY CALIFORNIA

County of Napa
Public Works Department

BUDGET SUMMARY: PUEBLO POCKET SEWER AND ROADWAY REHAB PROJECT: RDS 26-01						
						11/13/2025
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$2,550,000	$2,550,000	$0	$0	0%	$0
20% Construction Contingency	$500,000	$500,000	$0	$0	0%	$0
Design and Engineering	$525,000	$0	$525,000	$233,851	45%	$291,149
Design and Engineering Contingency	$61,200	$0	$50,000	$0	0%	$50,000
County Project Management	$150,000	$0	$120,000	$64,601	54%	$55,399
Construction Management	$600,000	$0	$0	$0	0%	$0
Environmental, Geotechnical and Special Inspections	$58,800	$0	$0	$0	0%	$0
Permits	$5,000	$0	$5,000	$0	0%	$5,000
TOTAL	$4,450,000	**$3,050,000**	$700,000	$298,452	43%	$401,548

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1920

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: James Reese, Associate Engineer

SUBJECT: Approval of Contract Change Order No. 2 which exceeds the Director of Public Work's authority for the Ridgecrest MPM 0.10, RDS 25-26 and a Budget Amendment.

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

In early February 2025, a severe storm event caused widespread damage throughout Napa County, including a significant landslide on Ridgecrest Drive near 50 Ridgecrest Drive. In response, the Board of Supervisors ratified a local emergency proclamation on February 14, 2025. Subsequently, on February 18, 2025, the Board approved an allocation of $9,500,000 for storm-related repairs, including $1,500,000 for the Ridgecrest Slide Repair Project, with authorization to transfer funds among the various storm related projects as necessary to facilitate timely completion.

The Ridgecrest MPM 0.10 (RDS 25-26) Project was authorized to proceed with construction on July 22, 2025, with an anticipated completion date of November 11, 2025. The original project scope included construction of a retaining wall to stabilize the landslide area.

Following commencement of construction, during discussions with homeowners affected by the landslide it was determined that the installation of approximately 1,000 linear feet of drainage pipe, as well as the repaving of Ridgecrest Drive along the length of the drainage system installation, is necessary to improve roadway drainage and long-term stability. This additional work was not included in the original project scope and represents a significant expansion of the project. Installation of the new drainage pipe is also a component of a settlement reached with two of the homeowners who had filed claims with the County regarding the landslide.

Change order No. 1 in the amount of $11,320 was previously approved by the Public Works Director to add a small wall drain at the retaining wall that WR Forde Associates, Inc. ("Forde") was already constructing for the County, bringing the total contract cost to $414,377. The new larger drain next to the wall was assigned to Forde, at a cost of $195,242. The portion of the additional work located outside the original project area was competitively bid to Forde and another contractor currently working in the Circle Oaks Subdivision. Forde submitted the lowest bid at $392,245, compared to Argonaut Constructors' bid of $394,470, who is performing work on the East County Roads Paving Project (RDS 25-11). The County also requested a bid for the paving of Ridgecrest Rd. from the retaining wall down to Circle Oaks Dr. This was provided at $143,200, resulting in the total change order of $195,242 + $392,245 + 143,200 = $730,687. Because the total amount of the proposed change order exceeds the Director of Public Works' signing authority, Board approval is required.

Due to the expanded scope of work, additional construction support services are also required, resulting in a total project budget needed of $1,800.000. $1,500,000 had previously been appropriated for the project, so a $300,000 budget amendment is requested. That amount of money is expected to be claimed and reimbursed from insurance, and at the completion of the project the General Fund Non-Departmental budget is expected to be repaid in that amount.

Requested Actions:

1. Approve a Budget Amendment for the following (4/5 votes required):

a. Increase Transfers Out appropriations by $300,000 in General Fund Non-Departmental budget (Fund 1000, Sub-Division 1050000, Account 56120) offset by use of its available fund balance to transfer to Project 25035 and increase its Transfers In revenues (Fund 2040, Sub-Division 2040500, Account 48200); and

b. Increase Construction Services appropriations by $300,000 in Project 25035 budget (Fund 2040, Sub-Division 2040500, Project 25035, Account 52360) offset by a Transfer In revenue from Non-Departmental budget.

2. Authorize the Director of Public Works to execute Contract Change Order No. 2 in the amount of $730,687, which exceeds the Director's signing authority, resulting in a total Contract amount of $1,145,064.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The revised scope is essential to move the project forward in construction.
Is the general fund affected?	No
Future fiscal impact:	This project will decrease future maintenance needs.
Consequences if not approved:	If the Director of Public Works is not given authority to execute CCO No. 2, the Contractor will not complete the drainage pipe nor road overlay.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed project is part of the February 14, 2025, emergency declaration by the Napa County and statutorily exempt as defined by 14 California Code of Regulations 15269 A&B (State CEQA Guidelines) and therefore CEQA is not applicable.

Project 25035	Ridgecrest Repair, RDS 25-26					11/25/2025
Budget Item	**Budget Item Amount**	**Drainage improvement Costs Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$414,377	$0	$414,377	$414,377	100%	$0
Construction Change orders 2, 2.1	$730,687	$730,687	$0	$0	0%	$0
20% Construction Contingency	$80,678	$67	$80,611	$11,320	14%	$69,291
Design and Engineering Consultant	$209,443	$0	$209,443	$209,443	100%	$0
Design and Engineering Consultant CCO	$128,015	$128,015	$0	$100,005	0%	$100,005
Engineering Consultant Contingency	$20,000	$0	$20,000	$0	0%	$0
Construction Management	$100,000	$15,000	$85,000	$67,000	79%	$18,000
County Project Management/Administration	$105,000	$20,000	$85,000	$81,002	95%	$3,998
Environmental, Geotechnical and Special Inspections	$10,000	$0	$10,000	$4,990	50%	$5,010
Emergency Stabilization	$0	$0	$0	$0	0%	$0
Advertising and Mailers	$1,800	$1,800	$0	$0	0%	$0
Total Commited Funds			$904,431			
Uncommited Funds previously appropriated to this project		$595,569	$595,569			
Uncommited Funds from General Fund		$300,000				
TOTAL	1,800,000	$300,000	1,500,000	888,137	59%	611,863

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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1922

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: James Reese - Associate Engineer

SUBJECT: Award of the Atlas Peak Generator Replacement Project, PW 24-21 Construction Contract

RECOMMENDATION

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

BACKGROUND

The Atlas Peak Communications Facility has been in place at its current location since 2011 to provide public safety radio coverage to 80% of the Napa Valley and south Lake Berryessa and provide critical interdepartmental public safety support for various Napa County emergency services. The communications facility provides critical communication services to Pacific Gas & Electric, California Highway Patrol, Napa County Sheriff, City of Napa Police, Cal Fire, ambulance service providers, and the Radio Amateur Civil Emergency Service (RACES) volunteers.

Over its life, the back-up generator and the facility have been exposed to high temperatures from major fire events. The building started to develop leaks, and the generator has since proven to be unreliable and does not consistently turn on when power to the facility is lost. Property Management and ITS have made several attempts with contractors to identify the issue and repair the generator but the generator remains unreliable. At this time, the back-up generator has been disconnected from the building, and a portable generator is now connected to the building to provide back-up power until a permanent replacement is established. A separate project is being developed to address the leaks in the building with permanent repairs slated for next summer. The Board previously approved $400,000 for the generator replacement and building repairs.

COAR Design Group, Inc., who were selected through a Request for Qualifications (RFQ) process for electrical projects, completed the project plans and specifications for this generator replacement. The Board

approved the project for bidding on September 9, 2025, and Public Works staff opened six bids on October 23, 2025. The engineer's estimate was $150,000 and the three lowest bids received from lowest to highest are:

LOWEST BID CONTRACTOR - AJM General - $104,542

SECOND LOWEST BID CONTRACTOR - Phase One Construction Inc. - $121,377

THIRD LOWEST BID CONTRACTOR - Ample Electric Inc. - $131,160

Requested Action:

Award a Construction Contract to AJM General for the "Atlas Peak Generator Replacement Project," PW 24-21.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Atlas Peak Generator Replacement 24028
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The generator at the Atlas Peak Communications tower is not reliable and needs to be replaced given the importance of this tower for emergency services and communication during emergencies.
Is the general fund affected?	No
Future fiscal impact:	On-going maintenance and testing of the generator.
Consequences if not approved:	The generator that provides back-up power to the Atlas Peak Communications Tower will remain unreliable and may not work during emergencies. The temporary generator that is there cannot remain indefinitely due to regulations and limited fuel capacity.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

Atlas Peak Communication Tower Generator Replacement Budget, 24028 PW 24-21						
						11/13/2025
Budget Item	**Budget Item Amount**	**Board Appropriation To Date**	**Request Today**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract Generator	$104,542	$275,000	(170,458)	$0	0%	$275,000
20% Construction Contingency	$20,908	$27,500	(6,592)	$0	0%	$27,500
Consultant Design and Engineering	$31,000	$31,000	0	$24,000	77%	$7,000
Design and Engineering Contingency	$5,000	$5,000	0	$0	0%	$5,000
Construction Management	$12,000	$15,000	(3,000)	$0	0%	$15,000
County Project Management/Administration	$32,000	$41,500	(9,500)	$15,850	#REF!	$25,650
Enviro Survey, Geotech and Special Inspections, Construction Phase	$5,000	$5,000	0	$0	0%	$5,000
Remaing Budget for Exterior Waterproofing (Next phase)	$189,550	$0	189,550	$0	0%	$0
TOTAL	$400,000	$400,000	0	$39,850	0%	$360,150

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1927

TO: Board of Supervisors

FROM: Steven Lederer, Public Works Director

REPORT BY: Steven Lederer, Public Works Director

SUBJECT: Receive a report on emergency projects currently under construction

RECOMMENDATION

Approve a report of emergency Public Works actions on projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact)

[4/5 vote required]

BACKGROUND

Per Public Contract Code section 22050(c)(1), when the Board orders expedited contracting procedures be used, the Board shall review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter (but not more often than every 14 days) until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

Project 1: Mt. St. Helena Communications Tower Emergency Generator Replacement ($145,313)

The County currently has a 40-foot-tall telecommunications tower atop the South Peak of Mt. St. Helena that was built in 1970. This site is critical for the operation of public safety communication throughout the county serving local government, law enforcement, and fire agencies.

In April of 2025, the emergency generator that previously provided power during outages ceased operation. To temporarily resolve this, Public Works borrowed one mobile generator from the Office of Emergency Services (OES) to operate on standby at the communications tower. While this temporary solution works in the short term, it limits resources that OES can deploy in emergency situations. Additionally, there is concern that the fuel capacity of the mobile generator may not meet the operational time required for emergency situations at the communications tower during a power outage. Because of the tower's remote location, access to the tower during an emergency may be significantly hampered, making refilling the temporary generator's fuel tank during an emergency challenging. If the communications tower is left without power, especially in an emergency, this has the potential to severely affect the response of emergency agencies to the public.

Public Works staff determined that it is necessary to replace the temporary generator with a permanent generator, equipped with a higher capacity fuel tank that will be suitable to power the communications tower in an emergency, as soon as possible. Staff went through Sourcewell to obtain a quote for a contractor with the ability to provide and install the replacement generator. Based on the Sourcewell quote received, Public Works executed a contract with Peterson Power Systems, Inc. for the replacement of the emergency generator.

Status: Peterson Power has ordered the generator and the custom fuel tank. Seismic calculations for anchoring the assembly are being completed. Based on known lead times, the materials are scheduled to arrive in May, 2026.

Project 2: Napa County Airport Runway 24 Lighting Repairs ($150,100)

On July 10, 2025, a transient Jet aircraft departed the Napa County Airport from Runway 24 at max power and caused several large pavement pieces of the blast pad and two of the eight Runway 24 end threshold lights to dislodge into the Runway Safety Area. This exposed sections of live high-voltage electrical cable, potentially fatal to people and wildlife near it. Airport Operations staff immediately secured the electrical circuit to the end threshold lighting system, issued proper notices to the Federal Aviation Administration (FAA), and began to repair the blast pad area where feasible. The end threshold lighting of a runway identifies the edge of pavement for aircraft landing from both directions on the runway and is required for safe landing during nighttime and inclement weather operations. Inoperable lights require FAA notice of non-standard to pilots and results in limits to nighttime and inclement weather operations, leading to unsafe airfield conditions.

On or about July 11, 2025, the Airport's airfield lighting contractor was called to assess the damage propose repairs. After assessment, the lighting contractor determined there was no way to repair the existing system as the end threshold lighting is original to the 1940's era runway, with high voltage electrical cables directly buried in the ground without conduits or safety measures. It was determined that replacement of the damaged system would be required to bring it up to FAA safety standards. As we head into winter months, if Runway 24 end threshold lights are not operational, the Airport has to close this primary runway at night and during inclement weather due to poor visibility, leading to inconsistent and less safe airfield operations. In addition, under Advisory Circulars AC 150/5345-46E and 150/5340-26C, the FAA requires prompt attention by Napa County to repairs that cause runway closures.

Prior to moving forward with repairs, the Airport required electrical design to replace the lighting and bring the damaged end threshold lighting system up to current FAA safety standards. On August 19, 2025, the board approved Amendment No.1 to Agreement No. 250309B with Mead & Hunt to design the Runway 24 edge lighting system to meet current FAA standards. The design was completed on or around September 26, 2025. Airport staff requested informal bid proposals from Vellutini Corporation dba: Royal Electric Co. (Royal Electric) and St. Francis Electric based on the Mead & Hunt design. Royal Electric provided a bid for $137,100 and could meet the emergent timeframes to make the system operational. St. Francis provided a quote significantly higher at $251,710. Due to the 12-week lead time on electrical components, Royal Electric was asked to move forward and order the required airfield lighting.

On October 24, 2025, Construction Contract 260208B with Royal Electric was executed by the Chief Executive

Officer per Resolution No. 2015-37 with a maximum compensation of $137,100 to perform emergency threshold runway lighting repairs. On October 27, 2025, the Board received and reviewed a report of an emergency Public Works action in response to damaged runway lighting accomplished without competitive bidding as authorized by Resolution No. 2015-37 and determined that based on the report from Public Works, the emergency did not permit the delay associated with competitive bidding procedures, and that the actions were necessary to respond to the emergency pursuant to Public Contract Code section 22050.

Status: All equipment has been ordered. Replacement lights are due in early February. Once materials are in hand construction work is estimated to take 30 working days. Airport staff has been able to install temporary lights which allow Runway 6-24 to be operational while waiting for final materials to arrive.

No additional funds are being requested via this Agenda Item. Good progress is being made, and staff recommend continuing these projects to conclusion in order to expeditiously protect public safety and property.

Requested Action:

Approve the above report and affirm that these projects should continue under the expedited contracts.

[4/5 vote required]

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of this action will allow these important safety projects to proceed to completion in an expeditious manner.
Is the general fund affected?	No
Consequences if not approved:	If not approved, the projects underway will be stopped until formal bidding procedures can be conducted, resulting in month's delays in restoring this important infrastructure.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].

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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1929

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works Department

REPORT BY: Syed Ahsan Kazmi, Senior Traffic Engineer, Public Works Department

SUBJECT: Annual Review of the 2024-2025 Fiscal Year Traffic Mitigation Fee Program for Napa Valley Business Park Area

RECOMMENDATION

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

BACKGROUND

The Airport Industrial Area Specific Plan (AIASP) was adopted by the Board of Supervisors on July 29, 1986, to facilitate the orderly development of the area surrounding Napa County Airport. On October 23, 2013, the AIASP was formally renamed the Napa Valley Business Park (NVBP). The Traffic Mitigation Fee (TMF) program, established in December 1990, has served as the cost-sharing mechanism for needed infrastructure improvements in the area. This program was implemented under the authority of Section 66000 et seq. of the Government Code, known as the Mitigation Fee Act.

As required by Section 66006(b)(1) of the Act, local government agencies must provide annual financial disclosures regarding the collection and expenditure of development fees. The Public Works Department has complied with this requirement, making the information available to the public through the annual budget process and other means each year. This report formally presents the annual update for Fiscal Year 2024-25 to the Board, in accordance with Government Code Section 66006(b)(2).

The Specific Plan recommended the development of a cost-sharing mechanism for road and intersection improvements within the planning area. These improvements include the roundabout at the Soscol Ferry Road/Devlin Road intersection, capacity enhancements at several intersections, and the local share of major

improvements to the State Route 29/12/221 (Soscol Junction), this project has been completed in summer of 2025, and State Route 29/12 (Airport Junction) intersections. On August 17, 2021, the Board approved the payment of the County's $2.9 million share of the Soscol Junction project through this program, supplemented by a loan from the Accumulated Capital Outlay Fund. The loan will be repaid as TMF revenues are collected. As of now, no repayment (except interest) has been made.

On November 2, 2021, through Resolution No. 2021-132, the Board approved an adjustment to the TMF, revising the fee to $685 per daily vehicle trip for the NVBP program. The previous fee adjustment, which increased the fee from $2,762 to $3,551 per P.M. peak hour vehicle trip, was approved on January 29, 2008, through Resolution No. 08-20. The fund began with a balance of $171,698. As of June 30, 2025, the available balance is $321,403. During this period, $183,314 were received from developers, though $7,402 in interest was earned, and $41,010 in interest payments were made on the existing loan.

Overview of Current and Proposed Projects:

The Devlin Road/Soscol Ferry Road Roundabout Project, located in southern Napa County, aims to address significant traffic delays at the intersection, particularly during peak hours. The project will replace the current stop-controlled intersection with a roundabout, improving traffic flow and safety. Additional features include shared-use paths, drainage, and water quality improvements, in line with Napa County standards. There have been project delays associated with Caltrans, right of way and resource agency permitting coordination related to Swainson hawks. The project is now on hold pending having enough funding available in the Napa Valley Business Park Area Traffic Mitigation Fee fund to schedule the project for construction. The estimated total project cost is $6,621,959. In the Fiscal Year 2025-2026, $5,220 has been expended.

State Route 29/12/Airport Boulevard Interchange Project will reduce congestion at the intersection of SR29/12/Airport Blvd and SR 12/Kelly Road by reconfiguring the intersections and improving operations. Total estimated cost of the project is $140M. The project is reviewing alternatives to select a preferred alternative and revalidate the environmental document which was previously cleared through the Jameson Canyon project. Approximate construction completion date is June 2030 (funding dependent).

The Napa Valley Vine Trail (NVVT) is a 47-mile multiuse path connecting Vallejo Ferry to Calistoga. It provides a safe route for accessing schools, jobs, services, and recreational areas. Currently, 33 miles are completed, with 13 miles in the design phase. The NVVT Vista Carneros Segment is a three-mile path funded by a Priority Conservation Area Grant, the NVVT Coalition, and Napa County. The proposed route begins at the Bay Trail on Soscol Ferry Road and continues to the existing path at Devlin Road and Airport Blvd. The estimated cost for this segment is $8 million, with approximately a quarter of the path falling within the TMF boundary. Efforts to secure additional grant funding are underway to reduce the TMF contribution, with the segment targeted for completion in 2028.

Additionally, a half-mile gap on Devlin Road between Tower Road and South Kelly Road is being evaluated

for the NVVT. The estimated cost ranges from $1.5 to $2 million, depending on various factors. The NVVT Coalition and County staff are also pursuing grant funding for this project, with a completion goal of 2028.

The Fiscal Year 2024-25 report, detailing funding as of the close of the fiscal year, is included in the supporting documents for the Board's review.

Requested Action:

Receive the reports required by Government Code Section 66006(b) for the Traffic Mitigation Fee Program for Fiscal Year 2024-2025 in the Napa Valley Business Park Area, formerly Airport Industrial Area Specific Plan.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Consequences if not approved:	The Traffic Mitigation Fee program will not be following the requirements of the Mitigation Fee Act, which could jeopardize the ability to provide the circulation system improvements necessary to serve potential future development in this planned growth area of the county. Individual development projects would be required to perform more substantial traffic impact analyses and could potentially be required to directly construct costly circulation improvements, potentially limiting economic development and job growth in the area.
Additional Information	Projects which are planned to be constructed with these funds include the Devlin Road section of the Vine Trail, installation of traffic circle/ roundabout at the intersection of Soscol Ferry Road and Devlin Road, State Route 29/12/Airport Boulevard Interchange, and other improvements at several local intersections. 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 VALLEY BUSINESS PARK
TRAFFIC MITIGATION FEE
PROGRAM

FISCAL YEAR 2024-25 REPORT
California Government Code
66006

Pursuant to Government Code Section 66006, the following report is made with respect to the Napa Valley Business Park (NVBP) Traffic Mitigation Fee (TMF) Program for Fiscal Year 2024-25:

A. Description of the type of fee in the fund or account. The TMF Program provides funding for road improvements necessitated by development within the NVBP area, as established by Resolution 90-152.

B. Amount of fee. The fee for Fiscal Year 2024-25 was $685 per daily vehicle trip as determined in accordance with Resolution No. 2021-132, and as subsequently amended.

C. Beginning and ending balance of account or fund. These balances are reported as follows:

Fiscal Year	Beginning balance	Ending balance
2024-25	$171,698	$321,403

D. Amount of fees collected and interest earned. These amounts are reported as follows:

Fiscal Year	Fees Collected	Interest Earned	Loan*	Total
2024-25	$183,314	$7,402	$656,959	$847,675

* On 8/17/2021, the Board approved a loan from the County's Accumulated Capital Outlay Fund to the Traffic Mitigation Fund in the amount of $1,510,508 in order to fund $2.9 Million to the Napa Valley Transportation Authority (NVTA) as the County's match for the Soscol Junction Project. On 9/10/2024, the Board approved additional loan in the amount of $235,648 and on 3/11/2025, additional loan of $421,311 to fund the Soscol Ferry Road/Devlin Road Roundabout Project (Total loan amount for Fiscal Year 2024-25: $656,959). Total outstanding loan to date is $2,167,467. The loan will be repaid as the Traffic Mitigation Fund is collected over time. To date, there's been no repayment made.

E. Identification of public improvements on which fees were expended, amount of expenditure on each improvement, and percentage of the cost that was funded with the fees.

There is nothing to report for Fiscal Year 2024-25.

F. Identification of approximate dates by which construction of public improvements will commence if the local agency determines sufficient funds have been collected to complete financing on an incomplete public improvement.

Fiscal Year	Project Name	Approximate Construction Start	Approximate Construction Completion	Estimate Cost	Funding from Impact Fee	Funding from other sources
2024-25	Devlin Road/ Soscol Ferry Road Roundabout	05-2028	12-2028	$ 6,621,959	$ 6,621,959	$ 0
2024-25	State Route 29/ State Route 12/ Airport Boulevard Interchange	05-2029	06-2030	$ 140,000,000	$ 43,000,000	$ 97,000.000
2024-25	Napa Valley Vine Trail Vista Carneros Segment	05-2028	12-2028	$ 8,000,000	$ 2,000,000	$ 6,000,000
2024-25	Napa Valley Vine Trail Devlin Road (Tower Rd-S. Kelly Rd)	05-2028	12-2028	$ 2,000,000	$ 500,000	$ 1,500,000

G. Description of interfund transfers or loans made from the account or fund. These amounts are reported as follows:

Fiscal Year	Transfers	Loans
2024-25	$41,010**	$656,959

** $41,010 interest was paid as interest on the loan of $2,167,467.

H. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001. Subdivision (e) of Section 66001 of the statute refers to a local agency identifying an approximate date for the construction of any of the fee-funded capital improvements which are not yet completed, or otherwise refunding the unexpended portion of the fees collected. No refunds have been made pursuant to this subdivision, because the Board of Supervisors has identified, in Resolution No. 2013-126, the approximate dates for the construction of the remaining capital improvements funded by the TMF.

Subdivision (f) of Section 66001 of the statute refers to a local agency determining that unexpended fee revenues may be allocated to some other purpose, if the cost of making refunds per subsection (e) exceeds the amount to be refunded. No such allocations have been made pursuant to this subdivision, because no change has been made to the purpose for which the fee is being collected.

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1937

TO: Board of Supervisors

FROM: Steve Lederer, Director

REPORT BY: Nate Galambos, Engineering Manager

SUBJECT: Adoption of a Resolution Amending the Measure U Five-Year Work Plan

RECOMMENDATION

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

BACKGROUND

On April 22, 2025, the Board of Supervisors (Board) approved Resolution 2025-85 adopting the Measure U Master Agreement (Agreement) between Napa County and the Napa Valley Transportation Authority. The Agreement sets forth the requirements for Napa County regarding project eligibility, finance, reporting and other responsibilities.

With respect to project eligibility, the County was required to prepare a five-year work plan, have it approved by the Board through resolution and then submit to the Napa Valley Transportation Authority - Tax Agency (NVTA-TA), which was accomplished on the Board meeting date of April 22, 2025. The Agreement allows for amendments to the five-year work plan when needed as long as the amended plan follows the same procedure noted above.

The Public Works department is proposing an amendment to the five-year work plan to correct the starting location, length, project cost, and Measure U funds needed for surface treatment on Wooden Valley Road, a section of which was identified as in need of repairs. Pending approval of the attached resolution adopting the amended five-year work plan, Public Works staff will submit it to NVTA-TA as required by the Agreement.

Requested Action:

Adoption of a Resolution approving the amended Measure U five-year work plan list for County Roads.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].

RESOLUTION NO. 2025-_____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING PROJECTS UNDER THE MEASURE U PROGRAM

WHEREAS, on November 5, 2024 the voters of Napa County passed the Napa Valley Transportation Improvement Act, also known as Measure U, which continues a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in the Measure U Expenditure Plan; and

WHEREAS, the Napa Valley Transportation Authority-Tax Agency (NVTA-TA) is the designated agency that administers and oversees the Measure U revenues; and

WHEREAS, Napa County is an eligible recipient of Measure U funds; and

WHEREAS, the tax proceeds will be used to pay for the projects outlined in the Measure U Expenditure Plan allocated to the Napa County and the cities and town within Napa County ("Local Agencies") as set forth in Measure U; and

WHEREAS, under the Measure U Expenditure Plan, Measure U funds are provided to the Local Agencies to be used for streets and roads projects as defined in the Measure; and

WHEREAS, Napa County has entered into a Master Agreement with NVTA-TA that outlines procedures for Measure U expenditures, and

WHEREAS, Napa County provided a draft five-year project list to NVTA-TA for the expenditure of Measure U funds as required by the Measure; and

WHEREAS, the NVTA-TA Board determined that these expenditures met the requirements of the Measure U Master Agreement; and

WHEREAS, Napa County approved a five-year project list on April 22, 2025, and provided it to NVTA-TA for the expenditure of Measure U funds as required by the Measure; and

WHEREAS, Napa County intends to amend the five-year project list to correct a previously undetected error and to provide the amended project list to NVTA-TA for expenditure of Measure U funds as required by the Measure; and

WHEREAS, Measure U project(s) will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 *et seq*.; as implemented through California Regulations Title 14, Chapter 3, Sections 15000 *et seq.*).

/ / /

/ / /

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby adopts the amendment to the five-year project list as set forth in Exhibit "A," and authorizes the Public Works Director to file the list with NVTA

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 9th day of December, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____

ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: November 6, 2025 2146.1411 | 2025.3153	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: _____

Measure U - Napa Valley Transportation Improvement Act

Jurisdiction Name: Napa County

Primary Contract #1: Juan Arias Email: juan.arias@countyofnapa.org Phone: 707-259-8374

Secondary Contract #2: Steve Lederer Email: steve.lederer@countyofnapa.org Phone: 707-259-8228

Fiscal Years Included: FY #1 2025-26 FY #2 2026-27 FY#3 2027-28 FY#4 2028-29 FY#5 2029-30

Maintenance of Effort (MOE)

Please provide the following information to establish MOE amount and to validate information:

1. Enter Agency's most recently audited FY Revenues: $9,967,254 (FY 23-2024)
2. Enter Established Measure U MOE Amount for FY 25-26: $1,993,451

Please note: Eligible expenses include local streets and roads maintenance and supporting infrastructure within the public right of way for pavement, sealing, overlays, reconstruction, associated infrastructure, as required, excluding any local revenues expended for the pupose of storm damage repair as verified by an independent auditor. One time allocations that have been expended for local streets and road maintenance, but which may not be available on an ongoing basis shall not be considered when calculating an Agency's annual maintenance of effort.

Planned Measure U Expenditures

Please provide Five (5) year planned local streets and road maintenance projects beginning in FY 2025-30 (add rows as needed):

Fiscal Year	Program / Project Type	Project Description	Total Project Cost	Measure U Funds	Other Funds	Location (Intersection, Mile Marker, Length of Alignment, etc)	Start	End	Project Phase (Design, ENV, PS&E, CON)	Length (miles)	Complete Streets Project? (Yes/No)
25-2026	Surface Treatment	Road seal	$500,000	$500,000	$0	College Ave	Howell Mountain Rd	N White Cottage Rd	Design	0.8	No
25-2026	Surface Treatment	Road seal	$500,000	$500,000	$0	N White Cottage Rd.	College Ave.	Ink Grade	Design	0.9	No
25-2026	Overlay	Road overlay	$4,700,000	$4,700,000	$0	Deer Park Road	Silverado Tr	Howell Mountain Rd	Design	4.0	No
25-2026	Surface Treatment	Road seal	$56,000	$56,000	$0	Glass Mountain Cross Rd	Glass Mountain Rd	Sanitarium Rd	Design	0.1	No
25-2026	Overlay	Road overlay	$1,500,000	$1,500,000	$0	Sunnyside Rd	Deer Park Rd	Sanitarium Rd	Design	0.5	No
25-2026	Overlay	Road overlay	$678,000	$678,000	$0	Sanitarium Rd	Deer Park Rd	Sunnyside Rd	Design	0.8	No
25-2026	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Lower Chiles Valley Rd	Sage Canyon Rd	Chiles Pope Valley Rd	Design	3.4	No
25-2026	Overlay	Road overlay	$1,000,000	$1,000,000	$0	South Kelly Rd	Highway 29	Devlin Rd	Design	0.2	No
25-2026	Overlay	Road overlay	$50,000	$50,000	$0	Forest Dr.	Redwood Rd	City Limit	Design	0.1	No
25-2026	Overlay	Road overlay	$150,000	$150,000	$0	Redwood Rd	Eastern City Limit	City Limit jeo BVR	Design	0.4	No
25-2026	Overlay	Road overlay	$716,000	$716,000	$0	Redwood Rd	City Limit jwo BVR	Mt. Veeder Rd	Design	2.5	No
25-2026	Overlay	Road overlay	$115,000	$115,000	$0	Airport Rd East	Airport Rd at Airport	Airport Rd at Airport	Design	0.1	No
26-2027	Overlay	Road overlay	$82,000	$82,000	$0	Alberta Dr	Barbara Rd	Norma Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$105,000	$105,000	$0	Barbara Rd	Sherry Dr	City Limit	Planning	0.1	No
26-2028	Overlay	Road overlay	$25,000	$25,000	$0	Coranado Ave	City Limit	City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$76,000	$76,000	$0	Edith Ct	North End	South End	Planning	0.1	No
26-2027	Overlay	Road overlay	$75,000	$75,000	$0	Geraldine Ct	North End	City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$20,000	$20,000	$0	Janette Ct	Janette Dr	End	Planning	0.1	No
26-2027	Overlay	Road overlay	$559,000	$559,000	$0	Janette Dr	Barbara Rd	Kathleen Dr	Planning	0.4	No
26-2027	Overlay	Road overlay	$267,000	$267,000	$0	Kathleen Dr	East City Limit	West City Limit	Planning	0.4	No
26-2027	Overlay	Road overlay	$123,000	$123,000	$0	Lonnie Dr	Ethel Porter Dr	Ruth Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$131,000	$131,000	$0	Marjorie Dr	Ethel Porter Dr	Ruth Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$111,000	$111,000	$0	Norma Dr	North City Limit	South City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$70,000	$70,000	$0	Patrick Ct	Delpha Dr	End	Planning	0.1	No
26-2027	Overlay	Road overlay	$24,000	$24,000	$0	Pueblo Pl	Morlan Dr	City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$250,000	$250,000	$0	Rancho Dr	West Park Ave	West Pueblo Ave	Planning	0.2	No
26-2027	Overlay	Road overlay	$68,000	$68,000	$0	Ruth Dr	Lonnie Dr	Marjorie Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$85,000	$85,000	$0	Sherry Dr	East City Limit	West City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$237,000	$237,000	$0	Thomas Dr	Janette Dr	West Pueblo Ave	Planning	0.2	No
26-2027	Overlay	Road overlay	$19,000	$19,000	$0	West Pueblo Ave	East City Limit	West City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$257,000	$257,000	$0	Delpha Dr	East City Limit	West City Limit	Planning	0.3	No

26-2027	Overlay	Road overlay	$482,000	$482,000	$0	Carol Dr	West Pueblo Ave	City Limit	Planning	0.5	No
26-2027	Overlay	Road overlay	$68,000	$68,000	$0	Margo Ct	North end	City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$62,000	$62,000	$0	Noelle Way	Kathleen Dr	Janette Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$187,000	$187,000	$0	Verna Dr	North City Limit	East City Limit	Planning	0.2	No
26-2027	Overlay	Road overlay	$289,000	$589,000	$0	Sandra Dr	Verna Dr	Mary C Dr	Planning	0.3	No
26-2027	Overlay	Road overlay	$267,000	$267,000	$0	Ethel Porter Dr	Sandra Dr	City Limit	Planning	0.4	No
26-2027	Overlay	Road overlay	$75,000	$75,000	$0	Joyce Ct	Sandra Dr	End	Planning	0.1	No
26-2027	Overlay	Road overlay	$75,000	$75,000	$0	Nancy Ct	Sandra Dr	End	Planning	0.1	No
26-2027	Overlay	Road overlay	$75,000	$75,000	$0	Susan Ct	Sandra Dr	End	Planning	0.1	No
26-2027	Overlay	Road overlay	$104,000	$104,000	$0	Mary C Drive	Ethel Porter Dr	Sandra Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$96,000	$96,000	$0	Pamela Dr	Carol Dr	Marjorie Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$75,000	$75,000	$0	Geneva Ct	Pamela Dr	End	Planning	0.1	No
26-2027	Overlay	Road overlay	$75,000	$75,000	$0	Burnette Ct	North End	City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$606,000	$606,000	$0	Atlas Peak Rd	Highway 121	Hillcrest Dr	Planning	0.2	No
26-2027	Overlay	Road overlay	$24,000	$24,000	$0	Ridgeway Dr	Westgate Dr	End	Planning	0.1	No
26-2027	Surface Treatment	Road seal	$2,500,000	$2,500,000	$0	Berryessa-Knoxville Rd	Highway 128	Spanish Flat Loop Rd	Planning	5.1	No
27-2028	Overlay	Road overlay	$833,000	$833,000	$0	Airpark Rd	Technology Way	Devlin Rd	Planning	0.7	No
27-2028	Overlay	Road overlay	$65,000	$65,000	$0	Alexis Ct	Technology Way	End	Planning	0.1	No
27-2028	Overlay	Road overlay	$34,000	$34,000	$0	Aviation Way	Airport Blvd	End	Planning	0.1	No
27-2028	Overlay	Road overlay	$89,000	$89,000	$0	Café Ct	South Kelly Rd	End	Planning	0.1	No
27-2028	Surface Treatment	Road seal	$2,197,000	$2,197,000	$0	Devlin Rd	Soscol Ferry Rd	City Limit	Planning	2.8	No
27-2028	Overlay	Road overlay	$91,000	$91,000	$0	Executive Ct	Executive Way	End	Planning	0.1	No
27-2028	Overlay	Road overlay	$163,000	$163,000	$0	Gateway Dr	Airport Blvd	Technology Way	Planning	0.2	No
27-2028	Overlay	Road overlay	$186,000	$186,000	$0	Gateway Rd East	Devlin Rd	End	Planning	0.2	No
27-2028	Surface Treatment	Road seal	$767,000	$767,000	$0	Green Island Rd	City Limit	End	Planning	1.3	No
27-2028	Overlay	Road overlay	$105,000	$105,000	$0	Morris Ct	Technology Way	End	Planning	0.1	No
27-2028	Overlay	Road overlay	$3,107,000	$3,107,000	$0	North Kelly Rd	Highway 12	Highway 29	Planning	0.9	No
27-2028	Overlay	Road overlay	$113,000	$113,000	$0	Sheehy Ct	Devlin Rd	End	Planning	0.2	No
27-2028	Overlay	Road overlay	$972,000	$972,000	$0	South Kelly Rd	Highway 12	Highway 29	Planning	1.1	No
27-2028	Overlay	Road overlay	$77,000	$77,000	$0	Technology Ct	Technology Way	End	Planning	0.1	No
27-2028	Surface Treatment	Road seal	$481,000	$481,000	$0	Technology Way	Gateway Rd	End	Planning	1.0	No
27-2028	Surface Treatment	Various treatments	$7,805,000	$7,805,000	$0	Silverado Tr.	Oakville Cross Rd	Highway 29	Planning	10.9	No
27-2028	Overlay	Road overlay	$4,000	$4,000	$0	Pratt Ave.	Silverado Tr	City Limit	Planning	0.1	No
27-2028	Surface Treatment	Road seal	$220,000	$220,000	$0	N. Fork Crystal Springs	Crystal Springs Rd	County Maint. End	Planning	0.5	No
27-2028	Overlay	Road overlay	$452,000	$452,000	$0	Picket Rd	Silverado Tr	County Maint. End	Planning	0.7	No
27-2028	Overlay	Road overlay	$6,489,000	$6,489,000	$0	Butts Canyon Rd	James Creek Rd	Snell Valley Rd	Planning	2.8	No
27-2028	Surface Treatment	Road seal	$989,000	$989,000	$0	Pope Canyon Rd	Berryessa-Knoxville Rd	Pope Creek Bridge	Planning	3.0	No
27-2028	Overlay	Road overlay	$1,626,000	$1,626,000	$0	American Canyon Rd	Sonoma County Line	City Limit	Planning	1.8	No
27-2028	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Spring Mountain Rd	City Limit	MPM 2.0	Planning	4.4	No
27-2028	Surface Treatment	Road seal	$681,000	$681,000	$0	Petrified Forest Rd	City Limit	Sonoma County Line	Planning	1.8	No
27-2028	Overlay	Road overlay	$757,000	$757,000	$0	Bennet Ln	Tubbs Ln	Highway 128	Planning	2.0	No
27-2028	Overlay	Road overlay	$676,000	$676,000	$0	Evey Ln	Bennet Ln	End	Planning	0.6	No
27-2028	Overlay	Road overlay	$1,500,000	$1,500,000	$0	Third Ave	Coombsville Rd	Hagen Rd	Planning	2.6	No
27-2028	Overlay	Road overlay	$1,500,000	$1,500,000	$0	Fourth Ave	Imola Ave	Coombsville Rd	Planning	1.2	No
27-2028	Overlay	Road overlay	$2,116,000	$2,116,000	$0	Coombsville Rd	City Limit	Wild Horse Valley Rd	Planning	1.6	No
27-2028	Overlay	Road overlay	$91,000	$91,000	$0	North Ave	Second Ave	Third Ave	Planning	0.1	No
27-2028	Overlay	Road overlay	$18,298,000	$1,828,000	$0	Hagan Rd	Vichy Ave	End	Planning	1.0	No
27-2028	Surface Treatment	Road seal	$114,000	$114,000	$0	Blackwood Ct	Sunny Hill Ln	End	Planning	0.1	No
27-2028	Surface Treatment	Road seal	$54,000	$54,000	$0	Dogwood Ct	Ridgecrest Dr	End	Planning	0.1	No
27-2028	Surface Treatment	Road seal	$158,000	$158,000	$0	Beechwood Ct	Ridgecrest Dr	End	Planning	0.1	No
27-2028	Surface Treatment	Road seal	$305,000	$305,000	$0	Country Club Ln	Circle Oaks Dr	End	Planning	1.4	No
27-2028	Surface Treatment	Road seal	$352,000	$352,000	$0	Ridgecrest Dr	Circle Oaks Dr	End	Planning	0.6	No
27-2028	Surface Treatment	Road seal	$1,516,000	$1,516,000	$0	Wooden Valley Rd	Highway 121	MPM 3	Planning	3.4	No
27-2028	Surface Treatment	Road seal	$1,715,000	$1,715,000	$0	Wooden Valley Rd	MPM 3	Solano County Line	Planning	3.6	No
28-2029	Surface Treatment	Road seal	$861,000	$861,000	$0	Buchli Station Rd	Las Amigas Rd	End	Planning	0.7	No
28-2029	Surface Treatment	Road seal	$705,000	$705,000	$0	Dealy Ln	Old Sonoma Rd	Henry Rd	Planning	1.1	No
28-2029	Surface Treatment	Road seal	$2,527,000	$2,527,000	$0	Duhig Rd	Highway 121	Sonoma County Line	Planning	2.0	No
28-2029	Surface Treatment	Road seal	$198,000	$198,000	$0	Las Amigas	Cuttings Wharf Rd	Bayview Ave	Planning	0.3	No
28-2029	Surface Treatment	Road seal	$737,000	$737,000	$0	Los Carneros Rd	Highway 121	Cuttings Wharf Rd	Planning	1.4	No
28-2029	Surface Treatment	Road seal	$309,000	$309,000	$0	Middle Ave	Los Carneros Rd	Cuttings Wharf Rd	Planning	0.2	No
28-2029	Surface Treatment	Road seal	$63,000	$63,000	$0	Neuenschwander Rd	Duhig Rd	County Maint. End	Planning	0.2	No
28-2029	Surface Treatment	Road seal	$102,000	$102,000	$0	South Ave	Los Carneros Rd	End	Planning	0.2	No
28-2029	Surface Treatment	Road seal	$250,000	$250,000	$0	Withers Rd	Cuttings Wharf Rd	County Maint. End	Planning	0.6	No
28-2029	Surface Treatment	Road seal	$9,890,000	$9,890,000	$0	Silverado Tr.	Trancas St	Oakville Cross Rd	Planning	11.0	No
28-2029	Surface Treatment	Road seal	$217,000	$217,000	$0	Mariposa Dr	Sky Oaks Dr	End	Planning	0.1	No
28-2029	Surface Treatment	Road seal	$43,000	$43,000	$0	McReynolds Ct	McReynolds Dr	End	Planning	0.1	No
28-2029	Surface Treatment	Road seal	$20,000	$20,000	$0	Rose Haven Ln	Sanitarium Rd	End	Planning	0.1	No

28-2029	Surface Treatment	Road seal	$2,041,000	$2,041,000	$0	Oakville Cross Rd	Highway 29	Silverado Tr	Planning	2.5	No
28-2029	Surface Treatment	Road seal	$1,830,000	$1,830,000	$0	Oakville Grade	Highway 29	Dry Creek Rd	Planning	3.3	No
28-2029	Surface Treatment	Road seal	$1,111,000	$1,111,000	$0	Linda Vista Ave	Dry Creek Rd	City Limit	Planning	0.7	No
28-2029	Surface Treatment	Road seal	$220,000	$220,000	$0	Stice Ln	Highway 29	End	Planning	0.2	No
28-2029	Surface Treatment	Road seal	$569,000	$569,000	$0	Pachateau Rd	Diamond Mountain Rd	End	Planning	0.5	No
28-2029	Surface Treatment	Road seal	$97,000	$97,000	$0	White Sulpher Springs Rd	City Limit	MPM 1.0	Planning	1.0	No
28-2029	Surface Treatment	Road seal	$76,000	$76,000	$0	Bella Oaks Ln	Highway 29	End	Planning	1.0	No
28-2029	Surface Treatment	Road seal	$216,000	$216,000	$0	Partrick Rd	MPM 3.0	MPM 4.5	Planning	1.5	No
28-2029	Surface Treatment	Road seal	$3,450,000	$3,450,000	$0	Dry Creek Rd	Orchard Ave	Sonoma County Line	Planning	9.0	No
28-2029	Surface Treatment	Road seal	$1,081,000	$1,081,000	$0	Mount Veeder Rd	Redwood Rd	Mt. Veeder School Rd	Planning	4.2	No
28-2029	Surface Treatment	Road seal	$115,000	$115,000	$0	Mt Veeder School Rd	Mount Veeder Rd	County Maint. End	Planning	0.1	No
28-2029	Surface Treatment	Road seal	$2,475,000	$2,475,000	$0	Chiles Pope Valley Rd	Pope Canyon Rd	James Creek Rd	Planning	6.4	No
28-2029	Surface Treatment	Road seal	$15,000	$15,000	$0	Capell Cross Rd	Highway 128	Capell Valley Rd	Planning	0.1	No
28-2029	Surface Treatment	Road seal	$3,136,000	$3,136,000	$0	Golden Gate Dr	City Limit	End	Planning	1.3	No
28-2029	Surface Treatment	Road seal	$239,000	$239,000	$0	Kirkland Ranch Rd	Highway 12	Polson Rd	Planning	0.4	No
28-2029	Surface Treatment	Road seal	$906,000	$906,000	$0	Estee Ave	Mckinley Rd	Hardman Ave	Planning	0.6	No
28-2029	Surface Treatment	Road seal	$990,000	$990,000	$0	Atlass Peak Rd	Hillcrest Dr	Westgate Dr	Planning	1.8	No
28-2029	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Soda Canyon Rd	Loma Vista Dr	Bridge at MPM 3.2	Planning	2.1	No
28-2029	Surface Treatment	Road seal	$500,000	$500,000	$0	Soda Springs Rd	Soda Canyon Rd	County Maint. End	Planning	0.5	No
28-2029	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Loma Vista Dr	Soda Canyon Rd	End	Planning	1.1	No
29-2030	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Spring Mountain Rd	MPM 2.0	Sonoma County Line	Planning	2.4	No
29-2030	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Conn Valley Rd	Howell Mountain Rd	Rossi Rd	Planning	1.6	No
28-2029	Surface Treatment	Road seal	$3,087,000	$3,087,000	$0	Mount Veeder Rd	Mt. Veeder School Rd	Dry Creek Rd	Planning	3.8	No
28-2029	Surface Treatment	Road seal	$512,000	$512,000	$0	McGary Rd	Solano County Line	County Maint. End	Planning	0.8	No
28-2029	Surface Treatment	Road seal	$815,000	$815,000	$0	State Ln	Yountville Cross Rd	County Maint. End	Planning	1.0	No
28-2029	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Glass Mountain Rd	Silverado Tr	Sanitarium Rd	Planning	1.0	No

Equivalent Fund Class I / IV Multi-Purpose Paths:

Please provide a five year list of multimodal projects (Class I or IV) beginning in FY 2025-30 (add rows as needed):

Fiscal Year	Program / Project Type	Project Description	Total Project Cost	Funding Source	Project Location	Start	End	Project Phase (Design, ENV, PS&E, CON)	Length	Is the Project Included in the Countywide Transportation Plan? (Yes/No)	Is the Project in the Jurisdiction's Capital Improvement Plan? (Yes/No)
25-2026	Class 1	Vine Trail Vista Carneros Design	$400,000	General Fund	Napa County Airport Area	Intersection of Devlin Rd and Airport Blvd	Napa River Trail under Highway 29 Bridge	Design	3.1	Yes	Yes
27-2028	Class 1	Vine Trail Yountville to St. Helena	$5,000,000	General Fund	Near Town of Yountville to City of St. Helena	California Dr in Town of Yountville	Pratt Ave in City of St. Helena	Construction	11	Yes	Yes

Note: The amount of a jurisdiction's annual bike expenditure must be a minimum of 7% of the anticipated revenue amount received from Measure U each year. Estimates by jurisdiction are shown on the table labeled "Measure U Revenue E Class I / IV Multi-use path projects that are funded by philanthropy, state discretionary funding or federal discretionary funding shall not count as part of the 7% expenditure obligation required to be eligible to receive Measure U revenues.

Comment: Please provide any additional information to explaing your project list. E.g. This project list is the jurisdiction's CIP, the jurisdiction opted to include additional projects to have flexibility in completing a variety of projects

Note: The list will serve as the five-year list of projects required for submittal by each jurisdiction as stated in the Measure U Ordinance. These will be projects that will be delivered, depending on available revenues and when revenues become available. Prior to any allocation, jurisdictions will also be required to submit all of the necessary documentation requested as evidence of a ***public hearing*** to ensure that the members of the public were able to comment on the proposed project list as well as a Resolution in support of the proposed project list.

Measure U - Napa Valley Transportation Improvement Act

Jurisdiction Name: Napa County

Primary Contract #1: Juan Arias Email: juan.arias@countyofnapa.org Phone: 707-259-8374

Secondary Contract #2: Steve Lederer Email: steve.lederer@countyofnapa.org Phone: 707-259-8228

Fiscal Years Included: FY #1 2025-26 FY #2 2026-27 FY#3 2027-28 FY#4 2028-29 FY#5 2029-30

Maintenance of Effort (MOE)

Please provide the following information to establish MOE amount and to validate information:

1. Enter Agency's most recently audited FY Revenues: $9,967,254 (FY 23-2024)
2. Enter Established Measure U MOE Amount for FY 25-26: $1,993,451

Please note: Eligible expenses include local streets and roads maintenance and supporting infrastructure within the public right of way for pavement, sealing, overlays, reconstruction, associated infrastructure, as required, excluding any local revenues expended for the pupose of storm damage repair as verified by an independent auditor. One time allocations that have been expended for local streets and road maintenance, but which may not be available on an ongoing basis shall not be considered when calculating an Agency's annual maintenance of effort.

Planned Measure U Expenditures

Please provide Five (5) year planned local streets and road maintenance projects beginning in FY 2025-30 (add rows as needed):

Fiscal Year	Program / Project Type	Project Description	Total Project Cost	Measure U Funds	Other Funds	Location (Intersection, Mile Marker, Length of Alignment, etc)	Start	End	Project Phase (Design, ENV, PS&E, CON)	Length (miles)	Complete Streets Project? (Yes/No)
25-2026	Surface Treatment	Road seal	$500,000	$500,000	$0	College Ave	Howell Mountain Rd	N White Cottage Rd	Design	0.8	No
25-2026	Surface Treatment	Road seal	$500,000	$500,000	$0	N White Cottage Rd.	College Ave.	Ink Grade	Design	0.9	No
25-2026	Overlay	Road overlay	$4,700,000	$4,700,000	$0	Deer Park Road	Silverado Tr	Howell Mountain Rd	Design	4.0	No
25-2026	Surface Treatment	Road seal	$56,000	$56,000	$0	Glass Mountain Cross Rd	Glass Mountain Rd	Sanitarium Rd	Design	0.1	No
25-2026	Overlay	Road overlay	$1,500,000	$1,500,000	$0	Sunnyside Rd	Deer Park Rd	Sanitarium Rd	Design	0.5	No
25-2026	Overlay	Road overlay	$678,000	$678,000	$0	Sanitarium Rd	Deer Park Rd	Sunnyside Rd	Design	0.8	No
25-2026	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Lower Chiles Valley Rd	Sage Canyon Rd	Chiles Pope Valley Rd	Design	3.4	No
25-2026	Overlay	Road overlay	$1,000,000	$1,000,000	$0	South Kelly Rd	Highway 29	Devlin Rd	Design	0.2	No
25-2026	Overlay	Road overlay	$50,000	$50,000	$0	Forest Dr.	Redwood Rd	City Limit	Design	0.1	No
25-2026	Overlay	Road overlay	$150,000	$150,000	$0	Redwood Rd	Eastern City Limit	City Limit jeo BVR	Design	0.4	No
25-2026	Overlay	Road overlay	$716,000	$716,000	$0	Redwood Rd	City Limit jwo BVR	Mt. Veeder Rd	Design	2.5	No
25-2026	Overlay	Road overlay	$115,000	$115,000	$0	Airport Rd East	Airport Rd at Airport	Airport Rd at Airport	Design	0.1	No
26-2027	Overlay	Road overlay	$82,000	$82,000	$0	Alberta Dr	Barbara Rd	Norma Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$105,000	$105,000	$0	Barbara Rd	Sherry Dr	City Limit	Planning	0.1	No
26-2028	Overlay	Road overlay	$25,000	$25,000	$0	Coranado Ave	City Limit	City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$76,000	$76,000	$0	Edith Ct	North End	South End	Planning	0.1	No
26-2027	Overlay	Road overlay	$75,000	$75,000	$0	Geraldine Ct	North End	City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$20,000	$20,000	$0	Janette Ct	Janette Dr	End	Planning	0.1	No
26-2027	Overlay	Road overlay	$559,000	$559,000	$0	Janette Dr	Barbara Rd	Kathleen Dr	Planning	0.4	No
26-2027	Overlay	Road overlay	$267,000	$267,000	$0	Kathleen Dr	East City Limit	West City Limit	Planning	0.4	No
26-2027	Overlay	Road overlay	$123,000	$123,000	$0	Lonnie Dr	Ethel Porter Dr	Ruth Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$131,000	$131,000	$0	Marjorie Dr	Ethel Porter Dr	Ruth Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$111,000	$111,000	$0	Norma Dr	North City Limit	South City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$70,000	$70,000	$0	Patrick Ct	Delpha Dr	End	Planning	0.1	No
26-2027	Overlay	Road overlay	$24,000	$24,000	$0	Pueblo Pl	Morlan Dr	City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$250,000	$250,000	$0	Rancho Dr	West Park Ave	West Pueblo Ave	Planning	0.2	No
26-2027	Overlay	Road overlay	$68,000	$68,000	$0	Ruth Dr	Lonnie Dr	Marjorie Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$85,000	$85,000	$0	Sherry Dr	East City Limit	West City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$237,000	$237,000	$0	Thomas Dr	Janette Dr	West Pueblo Ave	Planning	0.2	No
26-2027	Overlay	Road overlay	$19,000	$19,000	$0	West Pueblo Ave	East City Limit	West City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$257,000	$257,000	$0	Delpha Dr	East City Limit	West City Limit	Planning	0.3	No

26-2027	Overlay	Road overlay	$482,000	$482,000	$0	Carol Dr	West Pueblo Ave	City Limit	Planning	0.5	No
26-2027	Overlay	Road overlay	$68,000	$68,000	$0	Margo Ct	North end	City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$62,000	$62,000	$0	Noelle Way	Kathleen Dr	Janette Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$187,000	$187,000	$0	Verna Dr	North City Limit	East City Limit	Planning	0.2	No
26-2027	Overlay	Road overlay	$289,000	$589,000	$0	Sandra Dr	Verna Dr	Mary C Dr	Planning	0.3	No
26-2027	Overlay	Road overlay	$267,000	$267,000	$0	Ethel Porter Dr	Sandra Dr	City Limit	Planning	0.4	No
26-2027	Overlay	Road overlay	$75,000	$75,000	$0	Joyce Ct	Sandra Dr	End	Planning	0.1	No
26-2027	Overlay	Road overlay	$75,000	$75,000	$0	Nancy Ct	Sandra Dr	End	Planning	0.1	No
26-2027	Overlay	Road overlay	$75,000	$75,000	$0	Susan Ct	Sandra Dr	End	Planning	0.1	No
26-2027	Overlay	Road overlay	$104,000	$104,000	$0	Mary C Drive	Ethel Porter Dr	Sandra Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$96,000	$96,000	$0	Pamela Dr	Carol Dr	Marjorie Dr	Planning	0.1	No
26-2027	Overlay	Road overlay	$75,000	$75,000	$0	Geneva Ct	Pamela Dr	End	Planning	0.1	No
26-2027	Overlay	Road overlay	$75,000	$75,000	$0	Burnette Ct	North End	City Limit	Planning	0.1	No
26-2027	Overlay	Road overlay	$606,000	$606,000	$0	Atlas Peak Rd	Highway 121	Hillcrest Dr	Planning	0.2	No
26-2027	Overlay	Road overlay	$24,000	$24,000	$0	Ridgeway Dr	Westgate Dr	End	Planning	0.1	No
26-2027	Surface Treatment	Road seal	$2,500,000	$2,500,000	$0	Berryessa-Knoxville Rd	Highway 128	Spanish Flat Loop Rd	Planning	5.1	No
27-2028	Overlay	Road overlay	$833,000	$833,000	$0	Airpark Rd	Technology Way	Devlin Rd	Planning	0.7	No
27-2028	Overlay	Road overlay	$65,000	$65,000	$0	Alexis Ct	Technology Way	End	Planning	0.1	No
27-2028	Overlay	Road overlay	$34,000	$34,000	$0	Aviation Way	Airport Blvd	End	Planning	0.1	No
27-2028	Overlay	Road overlay	$89,000	$89,000	$0	Café Ct	South Kelly Rd	End	Planning	0.1	No
27-2028	Surface Treatment	Road seal	$2,197,000	$2,197,000	$0	Devlin Rd	Soscol Ferry Rd	City Limit	Planning	2.8	No
27-2028	Overlay	Road overlay	$91,000	$91,000	$0	Executive Ct	Executive Way	End	Planning	0.1	No
27-2028	Overlay	Road overlay	$163,000	$163,000	$0	Gateway Dr	Airport Blvd	Technology Way	Planning	0.2	No
27-2028	Overlay	Road overlay	$186,000	$186,000	$0	Gateway Rd East	Devlin Rd	End	Planning	0.2	No
27-2028	Surface Treatment	Road seal	$767,000	$767,000	$0	Green Island Rd	City Limit	End	Planning	1.3	No
27-2028	Overlay	Road overlay	$105,000	$105,000	$0	Morris Ct	Technology Way	End	Planning	0.1	No
27-2028	Overlay	Road overlay	$3,107,000	$3,107,000	$0	North Kelly Rd	Highway 12	Highway 29	Planning	0.9	No
27-2028	Overlay	Road overlay	$113,000	$113,000	$0	Sheehy Ct	Devlin Rd	End	Planning	0.2	No
27-2028	Overlay	Road overlay	$972,000	$972,000	$0	South Kelly Rd	Highway 12	Highway 29	Planning	1.1	No
27-2028	Overlay	Road overlay	$77,000	$77,000	$0	Technology Ct	Technology Way	End	Planning	0.1	No
27-2028	Surface Treatment	Road seal	$481,000	$481,000	$0	Technology Way	Gateway Rd	End	Planning	1.0	No
27-2028	Surface Treatment	Various treatments	$7,805,000	$7,805,000	$0	Silverado Tr.	Oakville Cross Rd	Highway 29	Planning	10.9	No
27-2028	Overlay	Road overlay	$4,000	$4,000	$0	Pratt Ave.	Silverado Tr	City Limit	Planning	0.1	No
27-2028	Surface Treatment	Road seal	$220,000	$220,000	$0	N. Fork Crystal Springs	Crystal Springs Rd	County Maint. End	Planning	0.5	No
27-2028	Overlay	Road overlay	$452,000	$452,000	$0	Picket Rd	Silverado Tr	County Maint. End	Planning	0.7	No
27-2028	Overlay	Road overlay	$6,489,000	$6,489,000	$0	Butts Canyon Rd	James Creek Rd	Snell Valley Rd	Planning	2.8	No
27-2028	Surface Treatment	Road seal	$989,000	$989,000	$0	Pope Canyon Rd	Berryessa-Knoxville Rd	Pope Creek Bridge	Planning	3.0	No
27-2028	Overlay	Road overlay	$1,626,000	$1,626,000	$0	American Canyon Rd	Sonoma County Line	City Limit	Planning	1.8	No
27-2028	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Spring Mountain Rd	City Limit	MPM 2.0	Planning	4.4	No
27-2028	Surface Treatment	Road seal	$681,000	$681,000	$0	Petrified Forest Rd	City Limit	Sonoma County Line	Planning	1.8	No
27-2028	Overlay	Road overlay	$757,000	$757,000	$0	Bennet Ln	Tubbs Ln	Highway 128	Planning	2.0	No
27-2028	Overlay	Road overlay	$676,000	$676,000	$0	Evey Ln	Bennet Ln	End	Planning	0.6	No
27-2028	Overlay	Road overlay	$1,500,000	$1,500,000	$0	Third Ave	Coombsville Rd	Hagen Rd	Planning	2.6	No
27-2028	Overlay	Road overlay	$1,500,000	$1,500,000	$0	Fourth Ave	Imola Ave	Coombsville Rd	Planning	1.2	No
27-2028	Overlay	Road overlay	$2,116,000	$2,116,000	$0	Coombsville Rd	City Limit	Wild Horse Valley Rd	Planning	1.6	No
27-2028	Overlay	Road overlay	$91,000	$91,000	$0	North Ave	Second Ave	Third Ave	Planning	0.1	No
27-2028	Overlay	Road overlay	$18,298,000	$1,828,000	$0	Hagan Rd	Vichy Ave	End	Planning	1.0	No
27-2028	Surface Treatment	Road seal	$114,000	$114,000	$0	Blackwood Ct	Sunny Hill Ln	End	Planning	0.1	No
27-2028	Surface Treatment	Road seal	$54,000	$54,000	$0	Dogwood Ct	Ridgecrest Dr	End	Planning	0.1	No
27-2028	Surface Treatment	Road seal	$158,000	$158,000	$0	Beechwood Ct	Ridgecrest Dr	End	Planning	0.1	No
27-2028	Surface Treatment	Road seal	$305,000	$305,000	$0	Country Club Ln	Circle Oaks Dr	End	Planning	1.4	No
27-2028	Surface Treatment	Road seal	$352,000	$352,000	$0	Ridgecrest Dr	Circle Oaks Dr	End	Planning	0.6	No
27-2028	Surface Treatment	Road seal	$1,516,000	$1,516,000	$0	Wooden Valley Rd	Highway 121	MPM 3	Planning	3.4	No
27-2028	Surface Treatment	Road $1,715,000	~~$715,000~~	~~$715,000~~ $1,715,000		Wooden Valley Rd	MPM ~~5~~ 3	Solano County Line	Planning	~~4.6~~ 3.6	No
28-2029	Surface Treatment	Road seal	$861,000	$861,000	$0	Buchli Station Rd	Las Amigas Rd	End	Planning	0.7	No
28-2029	Surface Treatment	Road seal	$705,000	$705,000	$0	Dealy Ln	Old Sonoma Rd	Henry Rd	Planning	1.1	No
28-2029	Surface Treatment	Road seal	$2,527,000	$2,527,000	$0	Duhig Rd	Highway 121	Sonoma County Line	Planning	2.0	No
28-2029	Surface Treatment	Road seal	$198,000	$198,000	$0	Las Amigas	Cuttings Wharf Rd	Bayview Ave	Planning	0.3	No
28-2029	Surface Treatment	Road seal	$737,000	$737,000	$0	Los Carneros Rd	Highway 121	Cuttings Wharf Rd	Planning	1.4	No
28-2029	Surface Treatment	Road seal	$309,000	$309,000	$0	Middle Ave	Los Carneros Rd	Cuttings Wharf Rd	Planning	0.2	No
28-2029	Surface Treatment	Road seal	$63,000	$63,000	$0	Neuenschwander Rd	Duhig Rd	County Maint. End	Planning	0.2	No
28-2029	Surface Treatment	Road seal	$102,000	$102,000	$0	South Ave	Los Carneros Rd	End	Planning	0.2	No
28-2029	Surface Treatment	Road seal	$250,000	$250,000	$0	Withers Rd	Cuttings Wharf Rd	County Maint. End	Planning	0.6	No
28-2029	Surface Treatment	Road seal	$9,890,000	$9,890,000	$0	Silverado Tr.	Trancas St	Oakville Cross Rd	Planning	11.0	No
28-2029	Surface Treatment	Road seal	$217,000	$217,000	$0	Mariposa Dr	Sky Oaks Dr	End	Planning	0.1	No
28-2029	Surface Treatment	Road seal	$43,000	$43,000	$0	McReynolds Ct	McReynolds Dr	End	Planning	0.1	No
28-2029	Surface Treatment	Road seal	$20,000	$20,000	$0	Rose Haven Ln	Sanitarium Rd	End	Planning	0.1	No

28-2029	Surface Treatment	Road seal	$2,041,000	$2,041,000	$0	Oakville Cross Rd	Highway 29	Silverado Tr	Planning	2.5	No
28-2029	Surface Treatment	Road seal	$1,830,000	$1,830,000	$0	Oakville Grade	Highway 29	Dry Creek Rd	Planning	3.3	No
28-2029	Surface Treatment	Road seal	$1,111,000	$1,111,000	$0	Linda Vista Ave	Dry Creek Rd	City Limit	Planning	0.7	No
28-2029	Surface Treatment	Road seal	$220,000	$220,000	$0	Stice Ln	Highway 29	End	Planning	0.2	No
28-2029	Surface Treatment	Road seal	$569,000	$569,000	$0	Pachateau Rd	Diamond Mountain Rd	End	Planning	0.5	No
28-2029	Surface Treatment	Road seal	$97,000	$97,000	$0	White Sulpher Springs Rd	City Limit	MPM 1.0	Planning	1.0	No
28-2029	Surface Treatment	Road seal	$76,000	$76,000	$0	Bella Oaks Ln	Highway 29	End	Planning	1.0	No
28-2029	Surface Treatment	Road seal	$216,000	$216,000	$0	Partrick Rd	MPM 3.0	MPM 4.5	Planning	1.5	No
28-2029	Surface Treatment	Road seal	$3,450,000	$3,450,000	$0	Dry Creek Rd	Orchard Ave	Sonoma County Line	Planning	9.0	No
28-2029	Surface Treatment	Road seal	$1,081,000	$1,081,000	$0	Mount Veeder Rd	Redwood Rd	Mt. Veeder School Rd	Planning	4.2	No
28-2029	Surface Treatment	Road seal	$115,000	$115,000	$0	Mt Veeder School Rd	Mount Veeder Rd	County Maint. End	Planning	0.1	No
28-2029	Surface Treatment	Road seal	$2,475,000	$2,475,000	$0	Chiles Pope Valley Rd	Pope Canyon Rd	James Creek Rd	Planning	6.4	No
28-2029	Surface Treatment	Road seal	$15,000	$15,000	$0	Capell Cross Rd	Highway 128	Capell Valley Rd	Planning	0.1	No
28-2029	Surface Treatment	Road seal	$3,136,000	$3,136,000	$0	Golden Gate Dr	City Limit	End	Planning	1.3	No
28-2029	Surface Treatment	Road seal	$239,000	$239,000	$0	Kirkland Ranch Rd	Highway 12	Polson Rd	Planning	0.4	No
28-2029	Surface Treatment	Road seal	$906,000	$906,000	$0	Estee Ave	Mckinley Rd	Hardman Ave	Planning	0.6	No
28-2029	Surface Treatment	Road seal	$990,000	$990,000	$0	Atlass Peak Rd	Hillcrest Dr	Westgate Dr	Planning	1.8	No
28-2029	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Soda Canyon Rd	Loma Vista Dr	Bridge at MPM 3.2	Planning	2.1	No
28-2029	Surface Treatment	Road seal	$500,000	$500,000	$0	Soda Springs Rd	Soda Canyon Rd	County Maint. End	Planning	0.5	No
28-2029	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Loma Vista Dr	Soda Canyon Rd	End	Planning	1.1	No
29-2030	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Spring Mountain Rd	MPM 2.0	Sonoma County Line	Planning	2.4	No
29-2030	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Conn Valley Rd	Howell Mountain Rd	Rossi Rd	Planning	1.6	No
28-2029	Surface Treatment	Road seal	$3,087,000	$3,087,000	$0	Mount Veeder Rd	Mt. Veeder School Rd	Dry Creek Rd	Planning	3.8	No
28-2029	Surface Treatment	Road seal	$512,000	$512,000	$0	McGary Rd	Solano County Line	County Maint. End	Planning	0.8	No
28-2029	Surface Treatment	Road seal	$815,000	$815,000	$0	State Ln	Yountville Cross Rd	County Maint. End	Planning	1.0	No
28-2029	Surface Treatment	Road seal	$1,000,000	$1,000,000	$0	Glass Mountain Rd	Silverado Tr	Sanitarium Rd	Planning	1.0	No

Equivalent Fund Class I / IV Multi-Purpose Paths:

Please provide a five year list of multimodal projects (Class I or IV) beginning in FY 2025-30 (add rows as needed):

Fiscal Year	Program / Project Type	Project Description	Total Project Cost	Funding Source	Project Location	Start	End	Project Phase (Design, ENV, PS&E, CON)	Length	Is the Project Included in the Countywide Transportation Plan? (Yes/No)	Is the Project in the Jurisdiction's Capital Improvement Plan? (Yes/No)
25-2026	Class 1	Vine Trail Vista Carneros Design	$400,000	General Fund	Napa County Airport Area	Intersection of Devlin Rd and Airport Blvd	Napa River Trail under Highway 29 Bridge	Design	3.1	Yes	Yes
27-2028	Class 1	Vine Trail Yountville to St. Helena	$5,000,000	General Fund	Near Town of Yountville to City of St. Helena	California Dr in Town of Yountville	Pratt Ave in City of St. Helena	Construction	11	Yes	Yes

Note: The amount of a jurisdiction's annual bike expenditure must be a minimum of 7% of the anticipated revenue amount received from Measure U each year. Estimates by jurisdiction are shown on the table labeled "Measure U Revenue E Class I / IV Multi-use path projects that are funded by philanthropy, state discretionary funding or federal discretionary funding shall not count as part of the 7% expenditure obligation required to be eligible to receive Measure U revenues.

Comment: Please provide any additional information to explaing your project list. E.g. This project list is the jurisdiction's CIP, the jurisdiction opted to include additional projects to have flexibility in completing a variety of projects

Note: The list will serve as the five-year list of projects required for submittal by each jurisdiction as stated in the Measure U Ordinance. These will be projects that will be delivered, depending on available revenues and when revenues become available. Prior to any allocation, jurisdictions will also be required to submit all of the necessary documentation requested as evidence of a ***public hearing*** to ensure that the members of the public were able to comment on the proposed project list as well as a Resolution in support of the proposed project list.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1942

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sonja El-Wakil, Associate Engineer

SUBJECT: Professional Services Agreement No. 260238B with TRC Engineers, Inc. in support of the "Measure T Solano Avenue Pavement Repair Project" RDS 25-01

RECOMMENDATION

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

BACKGROUND

The Solano Avenue roadway repairs were identified through the County's procedure to do roadway maintenance based on Pavement Condition Index (PCI), an overall measure of the condition of the road surface developed by the United Sates Army Corps of Engineers and later standardized by American Society for Testing and Materials (ASTM). The PCI shows a numerical index ranging from 0 to 100, with 100 being a best roadway condition that is anticipated to support 20 years of use.

Solano Avenue from Locust Avenue (City of Napa limit) to Vineyard View Drive (Town of Yountville limit) (3.2 miles) (PCI varies, as low as 19) will install new hot mix asphalt surfacing over a full-depth reclamation treatment. The work is scheduled to occur on Solano Avenue, from the City of Napa Limit (Locust Ave) to the Town of Yountville limit (Vineyard View Dr). The roadway is now in varying condition, including "failed" with 81% of the recorded PCIs between 14 and 27. Solano Avenue has extensive amounts of distress affecting the speed and flow of traffic. The Project will result in safer travel ways for the public and increased road durability to meet the continually increased traffic demand of the road. The Project will improve the PCI to 100, with a renewed life span of 20 years.

The project is estimated to complete design in the Winter of 2025-26 and be completed in 2026; construction may carry over into Fiscal Year 2026-27. On June 24, 2025, the Board of Supervisors approved an authorization of $300,000 to create the project and provide starter funds for design. At the start of the 2026 fiscal year, $4,000,000 was authorized approved to fund the project design and some of the construction phase.

Staff anticipates returning to the Board of Supervisors at a later date for approval of the Plans and Specifications, request for authorization to advertise for bids, and to provide an estimated project cost.

Requested Actions:

1. Approve and authorize Agreement No. 260238B with TRC Engineers, Inc. for engineering and related services, for a maximum compensation of $529,778.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	On June 24, 2025, $300,000 was approved to partially fund the design work for this project (24033). At the start of the 2026 fiscal year, $4,000,000 was authorized approved to fund the project design and some of the construction phase.
Is the general fund affected?	No
Future fiscal impact:	Staff will return at a later date to request another budget amendment if necessary to fund the construction phase of the project.
Consequences if not approved:	The required roadway repairs will be delayed.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is exempt from CEQA pursuant to California Code of Regulations, title 14, section 15301 (State CEQA Guidelines) (Existing Facilities).

NAPA COUNTY AGREEMENT NO. 260238B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 9th day of December 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and TRC Engineers, Inc., a California corporation, whose business address is 1850 Gateway Blvd., Suite 1075, Concord, CA 94520 hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional engineering and related services for completing the locally funded Measure T Solano Avenue Pavement Repair Project, RDS 25-01 in Napa, California.

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to RFQ Number RDS012501.

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.

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 promptly discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished provided CONTRACTOR has been paid all undisputed invoice amounts due. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant 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 $529,778; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

3.4 Reserved.

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, and employees 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, to the extent caused by the negligent act 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 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. Notwithstanding anything to the contrary in this Agreement, County and Consultant waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages.

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, to the best of its knowledge, information, and belief, 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 represents, to the best of its knowledge, information, and belief, that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid

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

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

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Napa County Department of Public Works 1195 Third Street, Suite 101 Napa, CA 94559	TRC Engineers, Inc. 1850 Gateway Blvd., Suite 1075 Concord, CA 94520

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. However, this shall not include any ownership interest in Consultant's preexisting information or intellectual property. 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 provided that under no circumstances will any obligations of Consultant under this Agreement survive beyond any applicable statute of limitations. 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 which such approval shall not be unreasonable withheld. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

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

TRC ENGINEERS, INC.

By _____
LINCOLN LEAMAN, PE, Vice President

By _____
GRANT J. RATKOVIC, Assistant Secretary

"Consultant"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

"County"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* Deputy County Counsel Date: November 24, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

EXHIBIT A
SCOPE OF SERVICES

The scope for these services is to conduct engineering and contract administration services for the roadway rehabilitation work that is planned next summer (Summer in 2026) along Solano Avenue. The planned paving work generally includes recycling-in-place strategy to improve about three miles of Solano Avenue between Napa City and Yountville. Our services will include securing encroachment permit support, design, and contract administration services for this critical project for Napa County, with project deliverables including design plans, specifications, and cost estimate, and progress meeting agendas and minutes as part of contract administration during construction.

The following are the assumptions made in preparing our scope of services:

- Base plans to be provided by the County to include Centerline, Typical Sections, Utilities – expected to be included in the coming survey/pothole plan; Existing curbs, Striping, Guardrail, Vine Trail Repairs, HWY-29 Exits and Side Street Approaches, , R/W, Aerial, Topo of Roadway – only spot elevations will be included in the coming survey/pothole plan. Survey and potholing carried out separately by the County outside this project contract.
- This scope does not include biological evaluation or environmental permitting. It is assumed that the project will be exempt from CEQA and environmental permitting. The County will be responsible for determining the need for any environmental permits.
- This scope does not include geotechnical investigations or evaluations.
- All design plans (35% and final design), specifications (95% and final), and cost estimate (construction cost) will be prepared by the TRC team in close collaboration with the County.
- TRC provides construction management services, including construction inspections. However, as per feedback from the County, costs associated with construction inspections are not included within this proposal.
- TRC will continue to collaborate with our team partner Miller Pacific Engineering Group, who will be providing material testing services (as needed) and necessary consultations for geotechnical elements of the project. Costs associated with as-needed Material Testing services are included within this proposal.
- Surveying has been completed as part of a separate task. This scope assumes that utility locating, and topographic surveying will be provided to complete the design tasks herein.
- All necessary coordination related to utilities, rail right-of-way, and vine trail right of-way have been coordinated by the County. Utilities in the project area will be drafted in the survey/potholing plan to be provided by the County (this was developed outside the scope of this project). Caltrans Encroachment permit is anticipated to be

coordinated for the project (related to anticipated change in traffic flow; lane closures) and will be procured by the County.

- Specification boiler plate to be provided by the County for customizing it to project-specific specifications. Cost Estimate template to be provided by the County showing a simpler format of Schedule of Values (SOV) and quantities. Cost estimate will not involve a detailed Caltrans 11-page estimate format. Pavement rehabilitation option (FDR as noted by the County) is supplied in the Geotechnical report developed by the County outside this contract. Concrete mix design, asphalt specification will be provided by the County using a sample reference to use. Base plans to be provided by the County to include Centerline, Typical Sections, Utilities – should be included in the coming survey/pothole plan; Existing curbs, Striping; Driveways –showing a typical 5 foot conform, except for concrete driveways where it will be left at the road at (E) elevations; R/W lines – to the degree available; Aerial; Topo of Roadway – only spot elevations will be included in the coming survey/pothole plan. Survey and potholing carried out separately by the County outside this project contract.
- Contract administration support to include not to exceed 8 hours per week for 14 weeks, including facilitating progress weekly calls and reviewing proposed change orders and documentation. Monthly Payapp reviews and timely payment processing will be addressed by the County directly.

SCOPE OF SERVICES

Project Initiation and Management

1. To date, the TRC PM has attended a meeting with the County and its Geotechnical partner (Miller Pacific) and a project schedule coordination meeting on the Knoll House Offsite Improvements project team site.

2. Up to a dozen (12) online meetings (half hour duration each) with the County and project staff are included in this scope of work.

Design, Contract Administration, and Material Testing Services

The proposed project will involve roadway rehabilitation work along Solano Avenue. The planned paving work generally includes recycling-in-place strategy to improve about three miles of Solano Avenue between Napa City and Yountville, as well as associated ancillary work as detailed in Task 2. Our services will include securing encroachment permit support, design, and contract administration services for this critical project for Napa County, with project deliverables including design plans, specifications, cost estimate, and progress meeting agendas and minutes as part of contract administration during construction. More specifically, the TRC team will perform the following tasks:

Anticipated Project Deliverables:

- Design Basis Technical Memorandum

- Preliminary Design 35% plans (Draft Design)
- Final Design 95% plans (Final Design)
- Final Specifications 95% (Final Specs)
- Final Cost Estimate (simplified version as noted by the County; No Caltrans 11-page estimate format; simple SOV Table)
- 100% Design, Specifications, and Estimate
- Progress Meetings, Agendas, and Minutes during Pre/during Construction

Task 1 - Encroachment Permitting Support

The TRC team will coordinate with the County in facilitating the steps involved in securing the necessary Caltrans encroachment permits for the proposed roadway rehabilitation project in a timely and proactive manner. This scope includes up to two virtual meetings with the County to review, present and discuss the findings and submittals to facilitate securing necessary encroachment permit.

Task 1A – Design Technical Memorandum

TRC team will establish the Design Basis Technical Memorandum ("Design Memo") based on the County's feedback, surveyed site conditions. The format and key elements of the Design Memo have been provided to TRC by the County for review and development.

Tasks 2 – Preliminary Design (35%)

Pavement rehabilitation option (FDR as noted by the County) is supplied in the Geotechnical report developed by the County outside this contract. Concrete mix design, asphalt specification will be provided by the County using a sample reference to use. Base plans to be provided by the County to include Centerline, Typical Sections, Utilities – should be included in the coming survey/pothole plan; Existing curbs, Striping, Guardrail, Vine Trail Repairs, (3) Crossings from Parallel HWY-29 ("Exits") – typically 50 feet, Side Street Approaches Paving – typically a 20 foot conform, Driveways – typically a 5 foot conform, except for concrete driveways where it will be left at the road at (E) elevations, R/W lines – to the degree available, Aerial, Topo of Roadway – only spot elevations will be included in the coming survey/pothole plan. Survey and potholing carried out separately by the County outside this project contract. Draft and final Plans will include MGS (guard rail) detailed plans as per limits (for placement) determined by the County along Solano Avenue. Assumption used is that the steps to assess clearance requirements (based on project limits identified by the County- knowing the exact placement of MGS), obstacles or monuments to be preserved if any (working around them), length of need requirements as we draft MGS within the plan sheet, will be simple (using County provided information) and hence less tedious to incorporate MGS within the engineering plans.

Tasks 2A – Design Phase Review and Coordination Meetings

TRC will facilitate a dozen (12) online meetings (half hour duration each with agenda and minutes; one per week for 12 weeks) with the County and project staff.

Tasks 3 – Utility Coordination and Review of Existing Project Culvert/Drainage

All necessary coordination related to utilities, rail right-of-way, and vine trail right of-way have been coordinated by the County. Utilities in the project area will be drafted in the survey/potholing plan to be provided by the County (this was developed outside the scope of this project). TRC Team will review information made available to us by the County related to coordinated information (only review and not procuring it or supplemental application). Caltrans Encroachment permit is anticipated to be coordinated for the project (related to anticipated change in traffic flow; lane closures) and will be procured by the County. To the extent possible, there will be a cursory review of existing culvert conditions requiring rehabilitation along Solano Avenue.

Task 4 Final Design – Final Engineering (95%)

TRC team will further design of the roadway configuration based on the County's feedback, surveyed site conditions, as well as AASHTO and Caltrans geometric standards. As part of the 95% design, advanced set of drawing sheets with details will be created.

Task 5 Final Design – Final Engineering-Specifications (95%)

As part of the 95% design, specifications will be created for use in the bidding package. Specification boiler plate to be provided by the County for customizing it to project-specific specifications. The County will help fill out the front- end portion of the contract requirements to the Contractor.

Task 6 Final Design – Final Engineering-Estimate

Cost Estimate template to be provided by the County showing a simpler format of Schedule of Values (SOV) table showing quantities. Cost estimate will not involve a detailed Caltrans 11-page estimate format as requested by the County.

Task 7 – Final Set of Drawings, Specs, and Estimate (100%)

TRC team will finalize bidding package with final set of drawings, specifications, and estimate to be used for bidding purposes.

Task 8 - QC of 100% Plans, Specs, and Estimate

A Quality Control (QC) review will be implemented on the project to coordinate design and CADD to meet the County's goals for the project. Design documents will be reviewed by Senior managers at the 35% submittal, 95% submittal, and final design set. Comments will be addressed and incorporated into the 35%, 95%, and final submittal to the County.

Task 9 - Prepare Submittal to County

An electronic submittal of the Plans, Specifications, and Estimate will be prepared and submitted to the County for review and approval.

Task 10 - Design Support during Construction and Contract Administration (during Construction) Services

TRC team will support the County responding to RFIs, reviewing submittals during project construction, and correspondence during construction. This scope also includes preparation of project record drawings based on contractor markups. TRC team will provide contract administration services (not to exceed 8 hours per week for 14 weeks) including specific functions such as facilitating progress weekly calls (agendas, minutes) and reviewing proposed change orders and documentation only. TRC Contract administration services for the first week will include facilitating the pre-construction conference (1-hour duration) in place of the progress weekly call for that week, followed by weekly progress calls (up to 1 hour duration) for the next 13 weeks.

Details for Tasks 11 and 12 are shown. TRC overhead increases these tasks with a sub-consultant markup of 10% applied.

Task 11 – MILLER PACIFIC – Consultation

As TRC prepares design plans, Miller Pacific Engineering Group (MPEG) will be available for consultation on geotechnical items that could include alternative pavement sections near the railroad crossings or value engineering items that could be considered to meet the County's available budget. MPEG can also participate in meetings with Wine Train staff about work near the tracks, with City of Napa staff for working near the water transmission line and other items. Additionally, MPEG can also review plans and specifications for conformance with recommendations, review submittals and RFI's prior to construction.

Task 12 - MILLER PACIFIC – Construction Observations and Testing

During FDR and paving work, MPEG will observe the work and perform density tests on treated materials and new asphalt as it is being compacted. MPEG will perform laboratory testing that will lead to an opinion on whether the contractor's operations and material quality meet the minimum project specifications. For laboratory asphalt testing, MPEG will perform "mix tests" (S-value, Oil Content, Air Voids, Density, and Gradation) each day of significance. MPEG can also obtain an aggregate sample from the asphalt supplier's hot plant for laboratory durability, LA Rattler and Sodium Sulfate testing to evaluate aggregate quality and the presence of soft aggregate.

Upon completion of project work and laboratory testing, MPEG will prepare a letter report with a summary of test results along with an opinion on if project work generally conforms with Caltrans requirements and project specifications.

Task 13 - Contingency

Budget set aside for any contingencies as $5,000. Authorization for this budget must be obtained from the County in advance of work performed.

Exclusions: The scope of services includes only those items that are specifically identified above. Any additional services needed could be provided on a time and materials basis after receiving written authorization.

EXHIBIT B
COMPENSATION, FEE SCHEDULE, SAMPLE INVOICE

Based on the above understanding, scope, and assumptions, we propose to provide engineering and contract administration, and material testing services based on a time and materials basis with a not-to-exceed fee of $529,778. Invoices shall be submitted with hourly time indicated, per the sample provided in this Exhibit.

Task 1	Encroachment Permitting Support	$15,920
Task 1A	Design Technical Memorandum	$15,424
Task 2	Preliminary Engineering (35%)	$60,544
Task 2A	Design Phase Review and Coordination Meetings	$8,148
Task 3	Utility Coordination and review of existing project culvert/drainage Final Engineering (95%)	$15,312
Task4	Final Engineering (95%)	$70,304
Task 5	Final Engineering-Specifications (95%)	$42,536
Task 6	Final Engineering- Estimate	$19,780
Task 7	Final Set of Drawings, Specs, and estimate (100%)	$37,968
Task 8	QC of 100% Plans, Specs, and Estimate	$18,340
Task 9	Prepare Submittal to Client	$8,472
Task 10	Design Support during Construction and Contract Administration during Construction Services	$88,280
Task 11	CONSULTING – Geotechnical **(Miller Pacific)**	$2,500
Task 12	CONSULTING – Material Testing & Inspection SERVICES **(Miller Pacific)**	$110,000
Task 13	Contingency	$5,000
	TOTAL	$529,778

Rate sheets follow.

SCHEDULE OF COSTS AND FEES

Provided below are TRC's hourly rates for the positions shown on the organization chart in our response to the RFQ. The rates below will remain active for a time period of no less than thirty-six (36) months.

Classification	Hourly Billing Rate Range		
	2025	2026	2027
TRC Engineers, Inc.			
Principal-in-Charge	No Charge	No Charge	No Charge
Project Manager	$280 - $295	$280 - $304	$280 - $313
Resident Engineer	$224 - $295	$224 - $304	$224 - $313
Construction / Structure Inspector – Prevailing Wage*	$195 - $220	$201 - $227	$207 - $234
Assistant Resident Engineer / Office Engineer	$150 - $191	$151 - $197	$156 - $203

Labor Notes and Assumptions

- Only straight-time rates are shown, overtime will be billed at a pro-rata adjusted rate
- 3% annual escalation, effective every January 1st beginning 01/01/2026
- Rates are based on DIR Prevailing Wage Determination NC-63-3-9-2024-1
  - * Denotes employees/classifications that are subject to prevailing wage

Other Direct Costs

- Personal Vehicles | per mile @ IRS Rate
- Per Diem - if applicable | per Caltrans travel guidelines
- Travel & Subsistence - if applicable | per DIR (Northern California Prevailing Wage Determinations only)

This proposal expressly excludes any and all taxes, tariffs, duties, and other similar charges or fees imposed by any governmental authority (collectively, "Taxes and Tariffs"). The prices and fees in TRC's proposal do not include any such Taxes and Tariffs. The Client shall be soley responsible for the payment of all applicable Taxes and Tariffs arising from or related to the work contemplated by this proposal. If TRC or its subcontractors are required to pay Taxes and Tariffs on behalf of the Client, the Client shall promptly reimburse TRC for the full invoiced amount thereof.

MILLER PACIFIC ENGINEERING GROUP
a California corporation
SCHEDULE OF CHARGES
PROFESSIONAL ENGINEERING AND TESTING SERVICES

Professional and Technical Personnel	Hourly Rate
Project Assistant/Word Processor	$105
Engineering Technician	$135
Senior Technician	$155
Prevailing Wage	$175
Staff Engineer/Geologist	$175
Project Engineer/Geologist	$205
Senior Engineer/Geologist	$225
Associate Engineer/Geologist	$265
Principal Engineer/Geologist	$300

A La Carte Laboratory Testing

(Will be charged at the hourly rate above unless otherwise noted in the Agreement and Proposal)

Modified 4 in. Compaction Curve/Checkpoint	ASTM D 1557	$350/$200
Sieve Analysis (w/ -200 wash)	ASTM D 422	$200
Minus 200 Sieve Wash	ASTM D 1140	$150
Atterberg Limits	ASTM D 4318	$300
Expansion Index	ASTM D 4829	$350
Moisture Content/Density	ASTM D 2937	$75
Unconfined Compression	ASTM D 2166	$150
Hydrometer	ASTM D4829	$250
Reporting Fee		$100 per test request
Transportation Fee (for samples dropped off at Novato/Napa Office)		$50
Rush Testing		Add 50% to the Total of all Laboratory Testing

Other Inside Charges

Mileage	IRS Rate + 20% per mile
Vehicle (Field)	$9 per hour
Nuclear Density Gauge	$10 per test
Inclinometer	$160 per day / $90 per half day
Laser Level/Floor Level	$25 per day
Sampling Equipment	$50 per day / $30 half day

Outside Services ..... Cost + 20%

Includes exploration equipment, instrumentation, in-situ monitoring, outside/specialized laboratory testing, per diem, shipping, courier/delivery services, outside reproduction, and other services and supplies not normally provided.

*NOTES:

1. Field site visits and travel time are normal hourly rates, portal to portal.
2. Overtime – Weekday add $40
   Overtime – Weekend/Holiday/Night add $50*
   *(4- and 8-hour minimums)
3. Rates are for normal Geotechnical Engineering and Geological services. Rates for depositions and testimony are $600 per hour for Principal; $530 per hour for Associate; and $450 per hour for Senior. All other personnel are $400 per hour. These fees are due and payable at the time of service.
4. Schedule of charges is effective as of January 2025. It is subject to revision annually with a maximum annual excalation of 6%.

SAMPLE INVOICE

[Company Name]
[Street Address]
[City, ST ZIP Code]
Phone [phone] Fax [fax]
Taxpayer ID #

INVOICE #_____
DATE:_____

TO:

[Customer Name]
[Street Address]
[City, ST ZIP Code]

FOR:

[Project or service description]
Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15		Smith,			
1/1/15	Site visit/investigation 123 Main St,	Engineer	1.5	$165.00	247.50
1/1/15	Napa.	Smith,	1	$165.00	165.00
	Conf w/Owner	Engineer	4	$165,00	660.00
	AutoCad, Bldg X, 3rd Floor	Smith,			
		Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	$195.00	341.25
1/2/15		Smith,			
1/2/15	AutoCad Bldg X, 3rd Floor	Engineer	4	$165.00	660.00
	Conf w/Owner re 2nd Floor	Smith,	.5	$165.00	82.50
		Engineer			
1/3/15	Mtg w/Jones re 2nd Floor; conf	Smith,			
1/3/15	w/Owner	Engineer	1.5	$165.00	247.50
	Mtg w/Smith; conf w/Owner re 2nd	Jones, PE	1.5	$195.00	292.50
	Floor				
				TOTAL	

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 licensed to transact business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the commercial automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers and employees as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, copies of redacted Declaration Pages of the 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.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1944

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sonja El-Wakil, Associate Engineer

SUBJECT: Project creation and budget amendment for the "1127 First Street Tenant Improvement Project," PW 26-13

RECOMMENDATION

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

[4/5 vote required]

BACKGROUND

On April 9, 2024, the Board of Supervisors considered the Facilities Master Plan; it was preliminarily discussed and moved forward for further consideration. On June 3, 2025, the Board considered the Facilities Master Plan again and effectively paused it. The Board has also agreed to moving Child Support Services from 1127 First Street to a newly leased building at 555 Gateway Blvd., as well as Public Defender and Elections to the Hall of Justice. This newly available space in 1127 First Street is now proposed to be modified to allow the District Attorney's office to consolidate their distributed staff from various locations in one place.

The 1127 First Street Tenant Improvement Project will focus on space planning for redistributing the District Attorney's office throughout the building in all but the Assessor's office spaces. The other tenants in the building are planning to, or are already effectively moved to other County facilities, including: Public Defender's move to the 2nd floor of the Hall of Justice (July/2025); Elections' move to the 1st floor of the Hall of Justice (September/2025); Child Support Services' move to 555 Gateway (planned, Summer/2026); and current District Attorney functions temporarily vacating the space, allowing interior work (2nd floor September/2025 and 1st floor planned December/2025).

The total available funding for the project is $1,000,000. This figure includes design and construction phases. A budget amendment is proposed to transfer project funds from the paused Facilities Master Plan Project into the new Capital Improvement Project. The Board designated $9 million for actions required as a result of pausing the Facilities Master Plan. These funds will be drawn from that designation. Final costs will be confirmed

through a competitive bidding process.

The Director of Public Works recommends approval to create Project 26020 and the Budget Amendment. Staff will return to the Board of Supervisors at a later date for approval of the Plans and Specifications, and request for authorization to advertise for bids.

Requested Actions:

1. Approve and authorize creation of Capital Improvement Project 26020 for the "1127 First St Tenant Improvement Project" PW 26-13; and
2. Approve a Budget Amendment for the following (4/5 vote required):
    a. Reclass Construction Services appropriation by $1,000,000 in the Facilities Master Plan Project (Fund 3000, Sub-Division 3000560, Project 23045, Account 52360) to Intrafund Transfers Out appropriations (Fund 3000, Sub-Division 3000560, Project 23045, Account 57900) to return $1,000,000 to the Capital Improvement Projects (CIP) Fund and increase to its Intrafund Transfers In revenues (Fund 3000, Sub-Division 3000000, Account 49900);
    b. Increase Intrafund Transfers Out appropriations by $1,000,000 in the CIP Fund (Fund 3000, Sub -Division 3000000, Account 57900) offset by increase to Intrafund Transfers In for the same amount to transfer to Project 26020 and increase to its Intrafund Transfers In revenues (Fund 3000, Sub-Division 3000550, Project 26020, Account 49900); and
    c. Creation of new Capital Improvement Project 26020 for "1127 First Tenant Improvement" and increase Construction Services appropriations by $1,000,000 in Project 26020 budget (Fund 3000, Sub-Division 3000550, Project 26020, Accounts 52360) offset by an Intrafund Transfer In revenue from the CIP Fund.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is necessary to begin the design.
Is the general fund affected?	No
Future fiscal impact:	Staff will return at a later date to request another budget amendment to fully fund the project.
Consequences if not approved:	The space planning to effectively expand District Attorney operations within 1127 First Street will not occur. Additionally, the District Attorney would seek to continue their operations in the leased and alternate locations of 120 Main Street and the Hall of Justice at 1125 Third Street.
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.

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1954

TO: Board of Supervisors

FROM: John Tuteur, Recorder-County Clerk

REPORT BY: John Tuteur, Recorder-County Clerk

SUBJECT: Agreement No. 260234B with SecureOne Outsource Solutions, Inc.

RECOMMENDATION

Approve and authorize Agreement No. 260234B to contract with SecureOne Outsource Solutions, Inc. for indexing of vital record images prior to 1972; and approve a corresponding Budget Amendment. (Fiscal Impact: $107,139 Expense, Micrographics Special Revenue Fund, Not Budgeted, Discretionary)

[4/5 vote required]

BACKGROUND

The Napa County Recorder is responsible for maintaining and providing to the public copies of vital records including birth, death and marriage certificates. These records prior to 1972 were maintained as paper records which were beginning to deteriorate. Under Amendment No. 2 to Agreement 170295B Napa County created electronic images of those records.

The agreement before the Board today is for indexing those images so that they become part of our public index. Having these records in our public index will increase staff efficiency in fulfilling requests for certified copies. A budget amendment is needed to allocate funds from Micrographics Special Revenue Fund 1140055 to Recorder - County Clerk 1142000.

Requested Action: Approve and authorize Agreement No. 260234B to contract with SecureOne Outsource Solutions, Inc. for indexing of vital record images prior to 1972; and a corresponding Budget Amendment to increase Transfers Out of Micrographic Special Revenue Fund (1140055-56100) by $107,139, increase Transfers In to Recorder - County Clerk (1142000-48200) by $107,139, and increase in Recorder - County Clerk Maintenance Software (1142000- 52515) by $107,139.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	1140055 Micrographics Special Revenue Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Having these records in our public index will increase staff efficiency in fulfilling requests for certified copies.
Is the general fund affected?	No
Future fiscal impact:	This project will complete scanning and index of all vital records.
Consequences if not approved:	Loss of vital public records through deterioration of paper records and possible loss from natural disaster.

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 260234B FOR SERVICES

This Agreement is entered into, as of this 18th day of November, 2025, between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY") and **SECUREONE OUTSOURCE SOLUTIONS, INC** an Arizona Corporation, whose business address is 2801 N. 33rd Avenue #1 Phoenix, AZ 85009, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, the Napa County Assessor-Recorder-County Clerk Department Recorder Division has completed the scanning of paper birth, death and marriage records prior to 1972, and

WHEREAS, the Recorder Division wishes to index those scanned images to make them accessible to the public, and

WHEREAS, CONTRACTOR has successfully scanned and indexed 55,000 paper building records for the Assessor-Recorder-County Clerk Assessor Division at a fair cost after an informal bidding process, and

WHEREAS, CONTRACTOR has the capacity to index the scanned images of birth, death and marriage records, and

WHEREAS, CONTRACTOR has again presented a fair proposal after an informal bidding process.

TERMS

NOW, THEREFORE COUNTY and CONTRACTOR hereby agree as follows:

TERM: This AGREEMENT shall have an initial term of one (1) year from the date written above with options by COUNTY and CONTRACTOR to renew for two additional one-year periods. Such option may be exercised by COUNTY and CONTRACTOR at least 60 days prior to the expiration of the Agreement.

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

profit or overhead on the terminated portion of this AGREEMENT.

TERMINATION FOR CAUSE: If either party shall default in the performance of any of its obligations under this AGREEMENT and shall fail or refuse to remedy such default to the reasonable satisfaction of the complaining party within ten (10) calendar days after written notice, the other party may terminate this AGREEMENT on written notice to the defaulting party. If CONTRACTOR shall become insolvent, be placed in receivership, make an assignment for the benefit of creditors, or seek relief or have petition, any such petition not being dismissed within 60 days, filed against it under any provision of the Federal Bankruptcy Code, COUNTY may terminate this AGREEMENT immediately upon written notice. Such termination shall not affect the rights or obligations of either party which may have arisen or accrued prior to such termination. CONTRACTOR shall notify COUNTY if CONTRACTOR enters into bankruptcy proceedings. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing.

The COUNTY Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required to suspend or terminate this AGREEMENT.

STANDARD OF QUALITY: CONTRACTOR warrants to COUNTY that all services provided under this AGREEMENT shall be performed in accordance with the standards customarily adhered to by an experienced and competent provider of the services called for under this AGREEMENT using the degree of care and skill ordinarily exercised by reputable providers of such services. CONTRACTOR shall correct or redo any services not in conformance with this warranty at its own cost and expense, if notified by COUNTY within one year after completion of the services, unless a longer period is specified by the Contract Documents.

CONTRACTOR shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from COUNTY unless otherwise agreed by the parties. If CONTRACTOR 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 warranty work without further written notice to CONTRACTOR. If COUNTY takes such corrective action, CONTRACTOR shall be responsible for all reasonable costs incurred by COUNTY in performing the warranty work, including but not limited to the cost of COUNTY staff time and the amount paid to another contractor to perform the warranty work.

CONFIDENTIALITY: All services performed by CONTRACTOR and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by CONTRACTOR, are for the sole use of COUNTY. Neither the documents nor their contents shall be released by CONTRACTOR or any subcontractor to any third party without the prior written consent of COUNTY. CONTRACTOR shall not disclose records or other information provided by COUNTY under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to CONTRACTOR, at the time it was disclosed to CONTRACTOR by COUNTY; (2) subsequently become publicly known through no act or omission of CONTRACTOR; or (3) otherwise become known to CONTRACTOR other than through disclosure by COUNTY.

ENTIRE AGREEMENT: This AGREEMENT, together with ATTACHMENT A constitutes the entire agreement of the parties with respect to the subject matter hereof. This AGREEMENT may not be amended except in writing, signed by both parties.

ASSIGNMENT: CONTRACTOR shall not assign its rights or delegate its duties arising under this agreement.

RELATIONSHIP OF THE PARTIES: CONTRACTOR acknowledges that it is an independent contractor and is not an employee or agent of COUNTY. Both parties acknowledge that this AGREEMENT does not create a partnership, joint venture or employment Agreement between the parties. CONTRACTOR shall not act or attempt to act or represent itself directly or implied as an agent of COUNTY or in any way assume or create any obligation, contract, agreement, representation or warranty on behalf of or in the name of COUNTY.

FEES: The per unit price and deposit charge as stated in Attachment "A" is based upon information and specifications provided by COUNTY. Should COUNTY materially change or modify the scope, effort, and specifications, rules or schedules, COUNTY and CONTRACTOR shall mutually agree in writing to appropriate fee adjustments.

ANNUAL APPROPRIATION OF FUNDS: CONTRACTOR acknowledges that the term of this Agreement may extend over multiple COUNTY fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. COUNTY is not obligated to pay CONTRACTOR, nor is CONTRACTOR obligated to provide further goods or services, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

INSURANCE: Prior to commencing the scope of services, CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this AGREEMENT, and thereafter as to matters occurring during the term of this AGREEMENT, the insurance coverage set forth in Attachment "B".

CONTRACTOR 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 Attachment "B".

INDEMNIFICATION AND HOLD HARMLESS: To the fullest extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, 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.

The provisions of this section are not limited by the requirements of the "INSURANCE" section, above.

CONTRACTOR shall reimburse any and all costs COUNTY incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this section.

This section shall survive termination or expiration of this AGREEMENT and continue in effect so long as a viable claim may exist.

COMPLIANCE WITH COUNTY POLICIES: CONTRACTOR shall comply, and require its employees and subcontractors to comply, with the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

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.

2. 6.1.2 Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

3. 6.1.3 Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

4. 6.1.4 "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

5. 6.1.5 Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

CONTRACTOR 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 other COUNTY contractors

COMPLIANCE WITH CONTROLLING LAW: CONTRACTOR shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. CONTRACTOR shall comply immediately with all directives issued by COUNTY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

NOTICES: Any notice hereunder shall be deemed given if sent by overnight courier or delivered by hand or confirmed electronic means to the following address:

If to CONTRACTOR:	If to COUNTY:
ATTN: Nelson Brooks	ATTN: John Tuteur
SecureOne Outsource Solutions, Inc.	Assessor-Recorder-County Clerk
2801 N 33rd Avenue #1	1127 1st St Suite A
Phoenix AZ 85009	Napa CA 94559

COUNTERPARTS: This AGREEMENT may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[Remainder of page intentionally blank]

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

SecureOne Outsource Solutions, Inc.

By: _____

Nelson Brooks
Title: VP Sales

Napa County, a political subdivision of the State of California

By: _____

Anne Cottrell, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: November 17, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

ATTACHMENT A

STATEMENT OF WORK

SecureOne will provide data indexing services (metadata) for an estimated 141,742 County supplied PDF scans of historical documents.

Marriage Handwritten	3,850
Birth Handwritten	22,950
Death Handwritten	28,460
Marriage Typed	39,826
Birth Typed	5,341
Death Typed	38,300
Amended (Various) Typed	3,015

PDF documents will be completed certificates both handwritten and typewritten. SecureOne will review and organize the County uploaded scans for data indexing. Files will be delivered to County as completed and invoiced after each upload. Invoices must be itemized by the category, number of records and the rate for that category.

County has provided file formats for Birth, Death and Marriage certificates. The pricing, subject to review of the final business rules, provided by SecureOne is derived from those formats and includes double key accuracy.

Doc type	**Qty**	**$$**	**S1 Total**
Image Splitting/Stapling- Books (per image count)	45,769	0.06	2,746.14
Marriage Handwritten	3,850	0.89	3,414.95
Birth Handwritten	22,950	1.30	29,903.85
Death Handwritten	28,460	0.42	11,924.74
Marriage Typed	39,826	0.89	35,325.66
Birth Typed	5,341	1.30	6,959.32
Death Typed	38,300	0.42	16,047.70
Amended (Various) Typed	3,015	0.27	815.83
Project Total	**141,742**		**$107,138.19**

County understands SecureOne has not reviewed 100% of the provided PDF scans. Any documents discovered during the organizing and/or keying process not similar to the standard samples will be considered out of scope and subject to price adjustments.

Project completion: One year from execution of this agreement

Terms: Net 30

ATTACHMENT B

INSURANCE REQUIREMENTS

WORKERS COMPENSATION INSURANCE: To the extent required by law during the term of this AGREEMENT, CONTRACTOR shall provide workers compensation insurance for the performance of any of CONTRACTOR's duties under this AGREEMENT as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. CONTRACTOR shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

LIABILITY INSURANCE: CONTRACTOR shall obtain and maintain in full force and effect during the term of this AGREEMENT the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

General Liability: Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this AGREEMENT. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

Professional Liability/Errors and Omissions: Professional liability (or errors and omissions) insurance for all activities of CONTRACTOR arising out of or in connection with this AGREEMENT in an amount not less than 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.

Comprehensive Automobile Liability Insurance: Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this AGREEMENT, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

CERTIFICATES OF COVERAGE: All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by CONTRACTOR with the COUNTY Department administering this AGREEMENT prior to

commencement of the Scope of Services.

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.

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.

Waiver of Subrogation and Additional Insured Endorsements: For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

Additional Requirements: The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this AGREEMENT, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this AGREEMENT, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

COPIES OF POLICIES: Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

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 liability associated with the activities required of CONTRACTOR by this AGREEMENT. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents, and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1831

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Rollie Soria, Sheriff's Administrative Manager

SUBJECT: Resolution for Boating Safety Enforcement Aid Program FY 2026-2027

RECOMMENDATION

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

BACKGROUND

The primary focus of the Sheriff's Office efforts on boating safety and enforcement is on Lake Berryessa. The Lake is 30 square miles of waterways with marinas, resorts, and public use areas. The United States Department of Interior, Bureau of Reclamation (BOR) manages the lake, but has no enforcement authority and is not equipped to perform any boating safety enforcement.

The Sheriff's Office duties at Lake Berryessa include, but are not limited to, enforcing all boating laws, state laws, county ordinances, boating safety inspections and instruction, vessel accident investigations, search and rescue, emergency medical transports from the water or inaccessible areas, special events and boat safety consultation to BOR and the resorts. Sheriff's Office patrols Lake Berryessa on a full-time basis with added coverage during spring and summer months. In addition to Lake Berryessa, the Sheriff's Office also conducts checks of Lake Hennessy, a small municipal water supply approximately two square miles in size and provides frequent boating safety inspections to the 75 shoreline miles of Napa River.

One (1) Sergeant and three (3) Deputies are assigned full-time to the Sheriff's Office Boat Patrol. During peak season periods, additional Deputies are assigned to Boat Patrol. Other expenses incurred are maintenance and fuel for patrol boats and equipment purchases. The Sheriff's Office Boat Patrol activities are partially funded by the California Department of Parks and Recreations, Division of Boating and Waterways through the Boating

Safety and Enforcement Financial Aid Program.

Approval of the Resolution will allow the Sheriff's Office to apply for and accept a grant award from the Boating Safety and Enforcement Financial Aid Program through the California Department of Parks and Recreation, Division of Boating and Waterways for FY 2026-27. It will authorize the Sheriff or designee to sign quarterly activity reports, claim forms and other documents for submission to the Division of Boating and Waterways. It will also authorize the County Auditor-Controller to certify the amount of prior year vessel taxes received by the County. Based on historical awards, the Sheriff's Office anticipates a grant award of approximately $308,150 and vessel taxes in the amount of $67,424 to support Boat Patrol activities.

Requested Actions:

1. Adoption of a Resolution to apply for and accept a grant award from the California Department of Parks and Recreation, Department of Boating and Waterways for the term July 1, 2026, through June 30, 2027, to conduct boating safety and enforcement activities.

2. Appoint the Sheriff or designee to execute all documents, including but not limited to applications, agreements, quarterly activity reports, payment requests, claim forms and other documents that may be required, subject to County Counsel approval.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Operations Budget - 1360000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to apply for and accept grant funds. However, these grant funds are used to offset the expenses associated with Boat Patrol personnel salaries & benefits, boat supplies, and equipment maintenance & repair.
Is the general fund affected?	Yes
Future fiscal impact:	Awarded funds will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If not approved, the Sheriff's Office will be unable to apply for and potentially receive fund from the Boating and Enforcement Aid Program.
Strategic Initiative	Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING THE COUNTY'S AND SHERIFF'S OFFICE APPLICATION AND ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM

WHEREAS, the Boating Safety and Enforcement Financial Aid Program was established in 1969 by California Assembly Bill 1827 (Section 663.7 of the Harbors and Navigation Code), which provides funds to local governmental agencies whose waterways have high usage by transient boaters and an insufficient tax base to fully support a boating safety and enforcement program; and

WHEREAS, the California Department of Parks and Recreation, Division of Boating and Waterways has been delegated the responsibility to administer the program; and

WHEREAS, Napa County annually applies for and is awarded grant funding for boating safety and enforcement activities on Napa County's waterways. Such activities may include, but are not limited to, enforcement of all boating laws, state laws, county ordinances, boating safety inspections and instruction, vessel accident investigations, search and rescue, emergency medical transports from the water to inaccessible areas, special events and boating safety consultation to Bureau of Reclamation and resorts (hereafter collectively "the Project"), for the grant cycle July 1, 2026 through June 30, 2027; and

WHEREAS, procedures established by the California Department of Parks and Recreation require an applicant's governing body to certify by resolution the approval to apply for and receive grant funding from the Boating Safety and Enforcement Aid Program; and

WHEREAS, the Project appears to be, or is in conformance with, Napa County's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project.

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby:

1. Approves the application for and receipt of funding from the Boating Safety and Enforcement Financial Aid Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that pursuant to the Harbors and Navigation Code Section 663.7(e), the Sheriff shall not allocate funds to any county or public agency within Napa County unless the Sheriff receives a resolution adopted annually by the Board of Supervisors authorizing Napa County to participate in the program and certify that Napa County will expend for boating safety programs during that year not less than an amount equal to 100 percent of

the amount received by Napa County from personal property taxes on vessels. The money allocated to Napa County pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in Napa County; and

4. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands and agrees with the Project Agreement; and
5. Appoints the Napa County Sheriff or authorized designee as agent to sign the application, quarterly activity reports, reimbursement claim forms, and other documents for submission to the Division of Boating and Waterways.
6. Authorizes the Napa County Auditor-Controller to certify the amount of prior year vessel taxes received by the County.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the ____ day of _____, 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____,
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: S. Darbinian Date: October 21, 2025	Date: Processed By: _____ Deputy Clerk of the Board	By:_____

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1832

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Rollie Soria, Sheriff's Administrative Manager

SUBJECT: Amendment No. 1 to Agreement No. 250324B with Napa Valley College

RECOMMENDATION

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

BACKGROUND

Napa Valley Community College District (District) opened the River Trail Village student housing complex in the fall semester of 2024. The District's 24-hour law enforcement services are provided by the Napa Valley Community College Police Department. The opening of the new student housing created a staffing shortage. To supplement the staffing shortage, the District entered into Agreement No. 250324B with the Napa County Sheriff's Office for the provision of law enforcement services for the student housing complex and surrounding areas on February 25, 2025.

The Sheriff's Office has been successfully providing law enforcement patrols of the River Trail Village student housing complex and surrounding areas of the college, including housing, courtyards, parking, and walkways. Agreement No. 250324B expired on July 31, 2025, and the District would like to amend the contract to extend law enforcement services through July 31, 2026.

Requested Action:

Approve and authorize the Chair to sign Amendment No. 1 to revenue Agreement No. 250324B in the amount of $51,324 for the term August 1, 2025, through July 31, 2026, for the provision of law enforcement services for the student housing complex and surrounding areas.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Operating Budget - 1360000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary as there is no mandate for the Sheriff's Office to provide municipal law enforcement services to the District. Under this agreement, the District reimburses the County for the costs of law enforcement services plus administrative overhead.
Is the general fund affected?	Yes
Future fiscal impact:	The increase in revenue will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If the amended agreement is not approved, the Sheriff's Office will not provide law enforcement services to the District. Due to low campus police department staffing, the District would not have law enforcement coverage 24 hours a day. Other law enforcement agencies are not available to provide service coverage.
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.

FIRST AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES

NAPA COUNTY AGREEMENT NO. 250324B
NAPA VALLEY COMMUNITY COLLEGE DISTRICT AGREEMENT NO._____

THIS FIRST AMENDMENT TO COUNTY AGREEMENT NO.250324B is made and entered into by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Napa Valley Community College District ("District"). This First Amendment is effective as of the last date it has been approved and/or ratified by the representatives of the District and County (Effective Date). The Napa County Sheriff's Office ("Sheriff's Office"") will administer this contract on behalf of the County of Napa. The District and the Sheriff's Office are each individually a "Party" and collectively the "Parties."

RECITALS

WHEREAS, County and District entered into County Agreement No.250324B("Agreement") whereby County agreed to provide to District, and District agreed to pay County for the provision of police services, including patrolling the student housing complex, River Trail Village, and surrounding areas at Napa Valley College ("College") and the provision of police services related to certain Part 1 Violent Crimes, Sexual Assaults, and Hate Crimes as defined in the Kristin Smart Campus Safety Act of 1998 ("Act") (Education Code section 67381, *et seq.*), as well as other assistance as needed; and

WHEREAS, the parties now wish to amend the Agreement to extend the term of the contract and modify the terms of the Agreement as set forth herein.

TERMS

NOW, THEREFORE, County and District hereby agree to amend the Agreement in the manner set forth below:

1) **Section V, Compensation for Services**, is amended to read in full as follows:

"V. COMPENSATION FOR SERVICES

The total cost of providing services pursuant to this Agreement, as of the effective date of this First Amendment, including the cost of those police services that the County/Sheriff's Office shall be a flat rate of $51,432 ("Fee"), as set forth in Exhibit C-1. The Fee encompasses all personnel costs, including, but not limited to, overtime, benefits, and retirement. The Fee also includes a ten percent (10%) Part 1 Violent Crimes fee and an eight percent (8%) administrative fee.

The County/Sheriff's Office shall not charge any other labor or personnel costs for individuals who perform services pursuant to this Agreement.

The County/Sheriff's Office shall not charge the District for the cost of booking prisoners into the Napa County Jail.

The County/Sheriff's Office shall not charge the District for the use of County/Sheriff's Office-owned equipment.

The County/Sheriff's Office shall not charge the District for costs associated with responses for mutual aid assistance from outside agencies. "Mutual Aid" is defined as the emergency response of on-duty law enforcement personnel from any agency other than the Sheriff's Office.

The District shall pay the Fee within thirty (30) days from the date of this Agreement has been approved and/or ratified by the respective governing bodies of the District and the County."

2) **Section VII, Term of Agreement**, is amended to read in full as follows:

"VII. TERM OF AGREEMENT

This Agreement shall be effective as of August 1, 2024 and shall terminate on July 31, 2026 ("Term"), unless terminated earlier in accordance with Section VIII (Termination); except that the obligations of the Parties under Sections III (Confidentiality), X (Indemnification), and XI (Insurance) 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.

3) **Section XXII, Use of College Facilities**, is added to the Agreement to read in full as follows:

"XXII. USE OF COLLEGE FACILITIES

The Sheriff's Office shall be allowed to use College facilities for training purposes free of any charge to the County and the Sheriff's Office so long as the facility is available, not booked for another purpose, and approved by the District."

4) On and after the effective date of this First Amendment, all references in the Agreement to Exhibit "C" shall mean Exhibit "C-1."

5) Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, the parties hereto executed this First Amendment to the Agreement as of the date first above written.

NAPA VALLEY COMMUNITY COLLEGE DISTRICT

By: _____
Torrence Powell, President

NAPA COUNTY, a political subdivision of the State of California

By: _____
Anne Cottrell, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S.Darbinian Deputy County Counsel Date: 10/20/25	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT C-1

NVC Contract FY25-26

Personnel Cost	$	43,293
10% Part One Crimes	$	4,329
8% Admin Fee	$	3,810
Cost Per Year	$	51,432

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1834

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner

REPORT BY: Rollie Soria, Sheriff's Administrative Manager

SUBJECT: Napa Special Investigations Bureau Memorandum of Understanding No. 8087

RECOMMENDATION

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

BACKGROUND

The Napa Special Investigations Bureau (Bureau) task force is comprised of Napa County Sheriff's Office, Napa County District Attorney's Office, Napa County Probation Department, Napa Police Department, St. Helena Police Department, Calistoga Police Department, and the California Highway Patrol. The Bureau's primary mission is to increase public safety by investigating major crimes impacting Napa County and its residents.

In 2012, the Board approved and authorized Memorandum of Understanding (MOU) No. 8087, which set forth the responsibilities of the participating agencies as they relate to the Bureau. The MOU established that the participating agencies would work in conjunction to enforce controlled substances laws to reduce the trafficking of controlled substances into Napa County. In 2014, the Board approved an update to the MOU to expand the scope of Bureau operations to include the investigation and prevention of major crimes.

Since the MOU has not been revised since 2014, the Bureau would like the investigation and prevention of major crimes to specifically include human trafficking, high-cost larceny and motor vehicle theft, supervised release searches to include problematic offenders and prohibited/registered owners' firearms compliance.

Requested Action:

Approve and authorize the Chair to sign a Memorandum of Understanding No. 8087 with the cities of Napa, Calistoga, St. Helena, and the California Highway Patrol to further expand the scope of The Napa Special Investigations Bureau's operations for a term beginning on July 1, 2024.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Napa Special Investigation Bureau - 1363000
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	No Fiscal Impact.
Consequences if not approved:	If not approved, the Bureau would not be authorized to update and expand the scope of its operations.
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 Special Investigations Bureau

Memorandum of Understanding

Effective: July 1, 2024

Memorandum of Understanding

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ATTACHMENT A: DISTRIBUTION OF ASSET FORFEITURE FUNDS i

Memorandum of Understanding

This Memorandum of Understanding ("MOU" or "Agreement") establishing the Napa Special Investigations Bureau task force is entered into by the following parties: The County of Napa ("County"), a political subdivision of the State of California, the cities of Napa, St. Helena, and Calistoga, each a municipal corporation, and the California Highway Patrol (collectively "parties"). The following agencies of the parties shall participate in the Napa Special Investigations Bureau task force and shall be referred to collectively as the "participating agencies."

Napa County Sheriff's Office

Napa Police Department

Napa County District Attorney's Office

St. Helena Police Department

Calistoga Police Department

Napa County Probation Department

California Highway Patrol

WHEREAS, the parties previously entered into a Memorandum of Understanding establishing the Napa Special Investigations Bureau (hereinafter "Bureau"), a multi-agency law enforcement task force that provides integrated law enforcement resources and investigative efforts across jurisdictional boundaries within the county for the purpose of preventing and controlling the illegal use, trafficking, cultivation, and manufacturing of narcotics and dangerous drugs within the County; and

WHEREAS, the Bureau was funded from March 1, 1976, through and including June 20, 1979, by a grant from the California Office of Criminal Justice Planning; and

WHEREAS, said funding has been discontinued; and

WHEREAS, the parties have determined that the Bureau serves a valuable public purpose and have decided to share the cost of its continued operations.

WHEREAS, the parties would like to expand the scope of task force operations to include the investigation and prevention of major crimes.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PURPOSE

The purpose of this Agreement is to set forth the responsibilities of the participating agencies as they relate to the Napa Special Investigations Bureau.

MISSION

The primary mission of the Bureau is to assist in the investigation of major crimes impacting Napa County and its residents.

OBJECTIVES

The Objectives of the Bureau shall be threefold:

A. **ENFORCEMENT** - The Bureau shall concentrate on investigating offenders identified as suppliers, distributors, and manufacturers of controlled substances; investigate human trafficking/vice; high-cost larceny and motor vehicle theft, drug endangered children, high risk sex offender registrants; high-risk, supervised release searches; including problematic offenders and prohibited/registered owners' firearms compliance.

B. **INTELLIGENCE** - The Bureau will work collaboratively with other local law enforcement agency personnel by sharing information and shall disseminate relevant intelligence on suspected criminal activity to appropriate law enforcement personnel.

C. **EDUCATION** - The Bureau shall engage in public education and awareness related to general trends in criminal activity, inform local law enforcement officials regarding the basic functions of narcotics trafficking and major crimes investigations, educate, and encourage local police agencies to utilize services available through the Bureau.

GOVERNING BOARD

The Bureau will be governed by a "Governing Board." The Governing Board shall consist of the Sheriff of the County, the District Attorney, the Chief Probation Officer of the County, the Chiefs of Police of each city which is a party to this Agreement, and any other Participating Agency (i.e. California Highway Patrol) that has made a commitment of resources and manpower for an agreed upon time period.

Governing Board Chairperson - The Governing Board will be headed by a Chairperson. The Chairperson will serve a two-year term beginning on July 1, 2024. Elections will be held in May of every other year to pick a successor Chairperson who will begin the term in July of that year. In the event of the departure of the Chairperson prior to completion of his/her term, a successor will be elected to fulfill the term of the departing Chairperson.

Governing Board Vice Chairperson - The Governing Board will have a Vice Chairperson who will fill in during the Chairperson's absence. The Vice Chairperson will serve a one-year term beginning on July 1, 2024. Elections will be held in May of every other year to pick a successor Vice Chairperson who will begin his/her term in July of that year. In the event of the departure of the Vice Chairperson prior to completion of his/her term, a successor will be elected to fulfill the term of the departing Vice Chairperson.

Vote - Each member of the Governing Board will have one equal vote in the process.

Role - The Governing Board shall meet on a quarterly basis for the purpose of reviewing the activities of the Bureau. The Governing Board shall have general responsibility for the oversight of Bureau operations.

Policy Authority - The Governing Board shall be responsible for Bureau policies and operating procedures. The Board shall periodically review and evaluate Bureau operations, goals, objectives, policies, and procedures. In the absence of Bureau policy on a specific

matter, or in the event a Bureau policy conflicts with his/her employing agency's policy, the affected personnel shall follow the policy of his/her employing agency.

MANAGEMENT AND SUPERVISION

Management of the Bureau shall be the responsibility of the Bureau Commander. The Bureau Commander shall retain overall managerial control of the personnel assigned to the Bureau.

A Sergeant will be mutually agreed upon by the Napa Police Department Chief and the Napa County Sheriff and will assume the responsibility of daily supervision of the Bureau.

NAPA SPECIAL INVESTIGATIONS BUREAU COMMANDER

A Lieutenant or Captain from either the Napa Police Department or the Napa County Sheriff's Office shall serve as Bureau Commander and shall be responsible for managing the Bureau. The Commander will report to the Governing Board through the Chairperson of the Governing Board. The Commander will be mutually agreed upon by Napa Police Department Chief and the Napa County Sheriff and with approval of the Governing Board. The Bureau Commander will provide the Governing Board with quarterly and annual reports of Bureau activities. Any person assigned to the Bureau shall work under the immediate management and direction of the Bureau Commander and shall adhere to the Bureau's published policies and procedures.

Whenever the Bureau Commander is unavailable, the Bureau Sergeant will act the Commander's place. If the Bureau Commander and Sergeant are unavailable at the same time, the Commander will make arrangements with a member of either Napa County Sheriff's Office or the Napa Police Department administration to provide oversight of the Bureau.

COMPENSATION

Each member agency is responsible for the costs of its respective personnel assigned to the Bureau. Such costs include but are not limited to salaries, overtime, worker's compensation insurance, and other benefits in accordance with state and federal laws. All persons assigned by a party to the Bureau to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to that person as an agent or employee of that party and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to employees or agents of any other party to this Agreement.

BUDGET

The Bureau Commander shall prepare a proposed budget each year (date to be determined by the Governing Board) for the ensuing fiscal/calendar year for approval by the Governing Board. A quarterly report of expenditures shall accompany the quarterly statistical report submitted to the Governing Board as outlined in the Bureau's Policy & Procedure Manual.

TRAINING

Training is handled by participating agencies according to their individual budgets. Each participating agency shall ensure that their minimum mandated trainings are completed for

personnel participating in task force operations. A yearly training plan for all task force personnel, sworn and professional, shall be prepared upon their assignment to the task force. In addition, a yearly group training plan shall be prepared and submitted with the task force yearly budget proposal. The Bureau will pay for its detectives' training registration and parent agencies will be responsible for paying costs related to travel, lodging and per diem.

ANNUAL REPORT

The Bureau Commander will provide the Governing Board with an annual report of activity no later than March 15 of each year. This report will summarize the preceding calendar year's operation and shall include a section for statistical data broken down in a similar fashion to that of the monthly reports. The report shall contain sufficient information regarding controlled substance abuse and trafficking trends to enable the Governing Board to reassess task force goals and objectives.

RESOURCES

During the term of this Agreement, each of the agencies listed in Exhibit A shall contribute to the Bureau those personnel and/or resources described in Exhibit A, attached hereto, and incorporated herein by reference. Additionally, participating agencies are allowed to provide personnel or other resources.

FACILITIES, EQUIPMENT AND PROPERTY

The Bureau will report to and operate out of a facility mutually agreed upon by participating agencies. Funds from the Bureau's annual operating budget or asset forfeiture funds will be used to procure equipment not provided by employing agencies.

In the event this MOU is terminated, any balance of a facility's lease agreement (or any contractual agreement) will be shared on a pro-rata basis by the agencies participating in this MOU or paid with asset forfeiture funds.

Any equipment purchased with task force or seized funds, which is damaged, broken, misplaced, lost, or stolen, through gross negligence, wrongful act, or omission of an officer or agent assigned to the Bureau, shall be repaired or replaced by the agency of the responsible employee at the determination of the Bureau Commander.

All Bureau office telephone systems will be installed and maintained by the entity providing the workspace. The Bureau, pursuant to its yearly budget, will cover payment of all communications costs.

All Bureau evidence will be stored at the location from where the Bureau operates and/or Napa County Sheriff's Office or Napa Police Department.

All Bureau computer equipment, vehicle radios, or any property or equipment purchased by the State of California Office of Emergency Services (OES) pursuant to anti-drug abuse grants on behalf of the City of Napa or County of Napa, or property otherwise purchased by another agency with grant funding assigned or loaned to the Bureau, shall remain the property of OES until such time as all grant property ownership is transferred to the City of Napa, County of Napa, or other agency. All such property will remain the property of the grantee, i.e., the agency to which the property is given by OES.

All Bureau CLETS, computer assisted dispatch (CAD), I/LEADS records management system (RMS) computer systems and equipment is owned by the City of Napa and the

County of Napa. All automated computer systems are controlled and managed by the Napa County Information Technology Systems (ITS) and the City/County Dispatch Program Manager.

In the event of the termination of the Bureau, all property purchased with Bureau funds will be distributed on a pro-rata basis according to the formulas set forth in Exhibit A to this MOU, to the Napa County Sheriff's Office, the Napa Police Department, the Calistoga Police Department and the St. Helena Police Department.

REVOLVING FUND

The Governing Board may, by resolution, establish a revolving fund, with monies from the participating agencies as included in the mutually approved budget. The revolving fund shall be used as an undercover fund in order to provide the necessary flexibility to enable the Bureau to proceed with investigations. Use of the revolving fund is subject to policies as set forth in the Bureau Policy and Procedure Manual.

ASSET FORFEITURE

Based on the attached asset forfeiture allocation (see Exhibit A), proceeds derived from an asset forfeiture initiated in the course of investigations conducted by the Bureau, will be shared equitably among member agencies. The equitable sharing will be based upon the attached formula developed by the Governing Board. All forfeiture procedures and sharing will be based upon applicable provisions of state and/or federal law and policy. Modification to the asset forfeiture agreement requires approval in writing by the Governing Board.

EXAMINATION AND AUDIT

Any and all records pertaining to Napa Bureau expenditures shall be readily available for examination and audit by any participating agency. In addition, all such records and reports shall be maintained until audits and examinations are completed and resolved, or for a period of three (3) years after termination of the Agreement.

INSPECTION PROCESS

It is the policy of the Governing Board to maintain a formal administrative inspection program. This program requires inspections of the Bureau once every 4 years, with follow-up inspections, if necessary, within six (6) months. Copies of the inspection report will be delivered to the Bureau Commander and the Chairperson of the Governing Board.

At change of command, an audit of the controlled substance evidence (if applicable), undercover funds, confidential informants, and specialized equipment shall be performed and provided to the Chairperson of the Governing Board.

RESPECTIVE RESPONSIBILITIES/INDEMNIFICATION

For the purpose of indemnification, each participating agency of the Bureau shall be responsible for the acts of its participating officer(s) and shall incur any liabilities arising out of the services and activities of those officers while participating in Bureau activities. Personnel assigned to the Bureau shall be deemed to be continuing under the employment of their agency jurisdictions and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as peace officers of their own respective agency jurisdictions.

To the full extent permitted by law, the parties 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 attorney-client privilege, or attorney work product privilege, or other confidential laws and statutes.

POLICY AND PROCEDURE MANUAL

It is agreed that all members of the task force shall abide by the applicable policies and procedures as expressed in the Bureau's Policy and Procedure Manual, which is specific in content to the needs, objectives and goals of the Bureau. In the absence of Bureau policy on a specific matter, or in the event a Bureau policy conflicts with his/her employing agency's policy, the affected personnel shall follow the policy of his/her employing agency.

TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 and remain effective, unless terminated earlier by the parties in accordance with the timelines set forth in this paragraph; except for the obligations of the parties under Respective Responsibilities/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. This MOU shall be automatically renewed for an additional term at the end of the fiscal year, unless a party provides notice of nonrenewal, or termination as set forth below. Any party may withdraw from this Agreement by giving notice in writing to the Governing Board Chairperson at least thirty (30) days prior to the effective date of the withdrawal. If any changes occur (for example, withdrawal of a participating agency and/or addition of a new participating agency) a new MOU must be submitted within thirty (30) calendar days of the change. The Bureau will only be responsible for financial obligations incurred by task force participating agencies during the term of this Agreement. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

PRIOR AGREEMENTS

This Agreement supersedes and replaces Napa County Agreement No. 8087 and their amendments and any other prior agreements among all or some of the parties relating to the establishment and operation of the Napa Special Investigations Bureau.

AUTHORIZATION

The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated. This MOU will become effective July 1, 2024.

ATTEST: TIFFANY CARRANZA Napa City Clerk By: _____	CITY OF NAPA, a municipal corporation By: _____ FABIO RODRIGUEZ, Chief Napa Police Department
Approved As To Form: By: _____ CHRISTOPHER J. DIAZ, Interim City Attorney	

ATTEST: YUDIANA GALVAN Calistoga City Clerk By: _____	CITY OF CALISTOGA By: _____ DONALD WILLIAMS, Mayor
Approved As To Form: By: _____ MICHELLE KENYON, City Attorney	

ATTEST: ANDREW BRADLEY St. Helena City Clerk By: _____	CITY OF ST. HELENA By: _____ PAUL DOHRING, Mayor
Approved As To Form: By: _____ ETHAN WALSH, City Attorney	

ATTEST: NEHA HOSKINS Clerk of the Board By: _____	COUNTY OF NAPA By: _____ ANNE COTTRELL, Chair Napa County Board of Supervisors
Approved As To Form: By: *S. Darbinian* SILVA DARBINIAN, Deputy County Counsel	CALIFORNIA HIGHWAY PATROL By: _____ MIKE MCCLELLIN, Captain California Highway Patrol, Napa Area

ATTACHMENT A

DISTRIBUTION OF ASSET FORFEITURE FUNDS

Napa Police Department	@	35%
Napa County Sheriff's Office	@	35%
Calistoga Police Department	@	8%
St. Helena Police Department	@	8%
Napa County Probation Department	@	5%
California Highway Patrol	@	9%

* On an annual fiscal year (FY) basis CHP's initial share of asset forfeiture will be split between, and distributed to, the NSO and NPD to cover operational and vehicle costs, as identified by NSO and NPD, related to CHP's participation. All FY asset forfeiture proceeds in excess of the operational and vehicle costs will be distributed to CHP in accordance with this asset forfeiture formula. For example, NSO and NPD have identified 2014/2015's operational and vehicle costs to be $17,200. Accordingly, the first $17,200 of CHP's portion of this FY's asset forfeiture proceeds will be distributed to NSO and NPD. All FY asset forfeiture proceeds in excess of $17,200 will be distributed to CHP.

California Health & Safety (H&S) code §11489 governs the distribution of forfeited property.

(A) Sixty-five percent to the state, local, or state and local law enforcement entities that participated in the seizure distributed so as to reflect the proportionate contribution of each agency.

(i) Fifteen percent of the funds distributed pursuant to this subparagraph shall be deposited in a special fund maintained by the county, city, or city and county of any agency making the seizure or seeking an order for forfeiture. This fund shall be used for the sole purpose of funding programs designed to combat drug abuse and divert gang activity, and shall wherever possible involve educators, parents, community- based organizations and local businesses, and uniformed law enforcement officers. Those programs that have been evaluated as successful shall be given priority. These funds shall not be used to supplant any state or local funds that would, in the absence of this clause, otherwise be made available to the programs.

It is the intent of the Legislature to cause the development and continuation of positive intervention programs for high-risk elementary and secondary school age students. Local law enforcement should work in partnership with state and local agencies and the private sector in administering these programs.

(ii) The actual distribution of funds set aside pursuant to clause (i) is to be determined by a panel consisting of the sheriff of the county, a police chief selected by the other chiefs in the county, and the district attorney and the chief probation officer of the county.

PERSONNEL AND RESOURCES

Napa Police Department

- One Police Sergeant
- Two Police Officers
- Three undercover vehicles
- 50% financial contribution to budget (services and supplies) pursuant to fiscal year budget
- Standard complement of investigative and safety equipment and vehicle radios

District Attorney's Office

- Miscellaneous legal support and prosecution services

St. Helena/Calistoga Police Department

- 50% each - cost of one secretarial position

Napa Sheriff's Office

- One Sheriff's Lieutenant
- Two Sheriff's Deputies
- Three undercover police vehicles
- Evidence Storage
- 50% financial contribution to budget (services and supplies) pursuant to fiscal year budget
- Specialists funded through the Federal A.D.A. Grant
- Standard complement of investigative and safety equipment and vehicle radios

Napa County Probation Department

- One Deputy Probation Officer
- One undercover vehicle
- Standard complement of investigative and safety equipment and vehicle radios

California Highway Patrol

- One Highway Patrol Officer
- Standard complement of investigative and safety equipment

Signature	Date	Oscar Ortiz, Sheriff Napa County Sheriff's Office
Signature	Date	Fabio Rodriguez, Chief Napa Police Department
Signature	Date	Allison Haley, District Attorney Napa County District Attorney's Office
Signature	Date	Justin Tharp, Acting Chief St. Helena Police Department
Signature	Date	Matthew McCaffrey, Chief Calistoga Police Department
Signature	Date	Amanda Gibbs, Chief Napa County Probation Department
Signature	Date	Mike McClellin, Captain/Area Commander California Highway Patrol, Napa Area

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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-2010

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Brandon Aguilera, Paralegal

SUBJECT: Amendment to County Executive Officer Ryan Alsop's Employment Contract and Adopt a Resolution

RECOMMENDATION

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

BACKGROUND

In June 2023, the County appointed Ryan Alsop as Napa County Executive Officer for a three-year term effective August 7, 2023, and the Chair signed Employment Agreement No. 230460B for Alsop to serve as Napa County Executive Officer for a three-year term from August 7, 2023, through August 6, 2026. In July 2023, the Board of Supervisors authorized Resolution No. 2023-97, approving a $75,000 loan to Alsop as a home relocation incentive.

In November 2024, the Board of Supervisors adopted Resolution No. 2024-120 approving a partial forgiveness for the relocation incentive loan provided to Alsop and modifying the loan terms. The County now seeks to extend 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, Alsop is eligible for the waiver of $15,000 of the remaining balance of the incentive loan. The proposed resolution also delegates 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.

Requested Action: Approve and authorize the first amendment and adopt a resolution approving a scheduled partial loan forgiveness for the relocation incentive loan provided to the County Executive Officer and delegating authority to the Director of Housing and Community Services to execute a subordination agreement.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund - CEO salaries and benefits
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Click or tap here to enter text.
Is the general fund affected?	No
Future fiscal impact:	Additional years of loan forgiveness will be recorded in future fiscal years according to the terms of the loan.
Consequences if not approved:	Under the terms of the relocation incentive loan, the County is required to forgive $15,000 for each year Alsop is employed with the County.
Additional Information	Click or tap here to enter text.

ENVIRONMENTAL IMPACT

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

AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 230460B

EMPLOYMENT CONTRACT
COUNTY EXECUTIVE OFFICER

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230460B is made and entered into as of this 9th day of December 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "County", and Employee, Ryan Alsop hereinafter referred to as "Employee";

RECITALS

WHEREAS, the County entered into Agreement 230460B with Ryan Alsop to serve as the County Executive Officer on June 13, 2025; and

WHEREAS, the original term of the Agreement expires on August 6, 2026; and

WHEREAS, on November 12, 2024, the Board adopted Resolution No. 2024-120 which modified Section 4.4.6 of the Agreement to extend the 30-day housing incentive loan repayment provision to 90 days; and

WHEREAS, the County desires to amend the term of the Agreement to extend the term of the Agreement to December 31, 2029; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Employee hereby amend Agreement No. 230460B as follows:

TERMS

NOW, THEREFORE, County and Employee agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Section 2 "**Term of the Agreement**" is hereby amended by deleting the existing language in its entirety and replacing it with the following:

   "2. **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2029, subject to early termination pursuant to the provisions of Section 5 below. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the County to terminate the services of Employee at any time, with or without cause and with or without notice except as set forth in Section 5 below."

2. Except as provided in paragraph 1 above, the terms and provisions of the Agreement shall remain in full force and effect as originally approved.

3. This Amendment No. 1 shall be effective as of December 9, 2025.

IN WITNESS WHEREOF, this Agreement is executed by the County, acting by and through the Chair of the Board of Supervisors, and by Employee.

Ryan Alsop

By: _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl Bratton* County Counsel Date: December 3, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

RESOLUTION NO. 2024-120

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING A PARTIAL LOAN FORGIVENESS FOR THE RELOCATION INCENTIVE LOAN PROVIDED TO THE COUNTY EXECUTIVE OFFICER AND DELAGATING CERTAIN AUTHORITY TO THE DIRECTOR OF HOUSING AND COMMUNITY SERVICES CONCERNING THE LOAN

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

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

WHEREAS, Section 4.4.6 of the Employment Agreement provides that said loan shall be in the amount of Seventy-Five Thousand Dollars ($75,000), and shall not bear any interest, 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, to implement the terms of the Employment Agreement, Employee executed a Promissory Note dated August 28, 2023, memorializing the terms of the loan and also setting forth forgiveness of $15,000 of the loan per year; and

WHEREAS, Employee has served as the Napa County Executive Officer continuously since August 7, 2023; and

WHEREAS, on November 12, 2024, the Board adopted Resolution No.2024-120, forgiving Fifteen Thousand Dollars ($15,000) of the relocation loan, as required by the Employment Agreement relocation loan; and

WHEREAS, the County seeks to delegate authority to the Director of Housing and Community Services to subordinate the County's loan to facilitate refinancing of the primary loan; and

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby forgives Fifteen Thousand Dollars ($15,000) of the relocation loan, as set forth and required by the Employment Agreement; and

BE IT FURTHER RESOLVED that the Board of Supervisors hereby delegates authority to the Director of Housing and Community Services to execute a subordination agreement, and any related documents, in a form approved by County Counsel's Office, subordinating the relocation loan to Alsop's primary home loan if needed to refinance the primary home loan provided such subordination does not materially decrease the County's

collateral interest that secures the relocation loan.

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 9th day of December 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Sheryl Bratton* County Counsel Date: December 3, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1847

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning, Building, and Environmental Services

REPORT BY: Dana Morrison, Supervising Planner - Conservation

SUBJECT: Status of the Watershed Information and Conservation Council

RECOMMENDATION

Receive a presentation on the status of the Watershed Information and Conservation Council, direct Staff to re-envision the role of the WICC and return with recommendations for discussion and direction. (No Fiscal Impact)

BACKGROUND

In 1990, the San Francisco Bay Regional Water Board listed the Napa River as impaired by sedimentation due to erosion and risks to salmon and steelhead habitat. In the early 2000s, it conducted studies to better understand sediment sources and other factors affecting these fish populations. In 2002, the Napa County Board of Supervisors (Board) passed Resolution No. 02-103, creating the Watershed Information and Conservation Council (WICC) to serve as an advisory committee to the Board. The WICC was created as a forum for Napa County stakeholders to address watershed concerns by analyzing data, guiding management and restoration, coordinating planning and land acquisition, and supporting outreach, education, monitoring, and data management.

Recently, low attendance among the 17 representatives (formerly 23 when the Drought and Water Shortage Task Force were also part of the body, however their bylaws were revised under Resolution 24-2116 removing from the WICC) has made it difficult to achieve a quorum, leading to canceled meetings or sessions limited to information sharing. The WICC meets quarterly and is comprised of the following representatives.

- two members of the BOS (2), and one alternate (1)
- one member of the Napa County Planning Commission (1)
- two members each from the City of Napa, City of American Canyon, City of St Helena, City of Calistoga, Town of Yountville (10)

- one member of the Napa County Land Trust (1)
- one member of the Napa County Resource Conservation District (1)
- one member of the Natural Resource Conservation Service (1)
- six members of the public at large (6)

The WICC was originally formed as an advisory council with a primary focus on watershed and fisheries health. Since its inception in 2002, there has been a more broad and comprehensive approach to watershed management, warranting consideration of forest and fuel management practices, groundwater, climate change leading to more intense precipitation events interspersed with longer dry periods and severe droughts, habitat connectivity, and an ongoing need to protect municipal watersheds and overall watershed resiliency. With the multitude of factors influencing watershed management efforts, there's both an opportunity and need to re-envision the role of the WICC and explore how it can continue to provide a strong and meaningful advisory role to the Board.

Recommendation:

Direct Staff to re-envision the role of the WICC and return with recommendations for discussion and direction, with WICC meetings temporarily paused in the interim.

Procedural Requirements:

1. Staff report
2. Public comments
3. Discussion

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A review of the overall Council's scope and structure can better focus staff and other County resources to improve the experience for the public.
Is the general fund affected?	Yes
Future fiscal impact:	General Fund impact depends on decision made. WICC is currently funded from the General Fund. If combined with another committee, commission or council, or reformed then the current impact on the General Fund would remain the same. If the WICC is disbanded, then it will reduce time billed against the General Fund.

Consequences if not approved: WICC will continue in its current formation.

ENVIRONMENTAL IMPACT

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

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1808

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Graham Wadsworth, PE, Engineering Supervisor

SUBJECT: Update on the Napa Countywide Active Transportation Plan

RECOMMENDATION

Receive a presentation on the Countywide Transportation Plan from the Napa Valley Transportation Authority staff. (No Fiscal Impact)

BACKGROUND

The Napa Valley Transportation Authority (NVTA) is leading the effort to create a Countywide Active Transportation Plan to help guide future investments in active transportation infrastructure and programs throughout Napa County communities. The Plan seeks to create a connected regional network of bicycle and pedestrian facilities to make Napa County a safer and more accessible community for all ages and abilities. NVTA has conducted extensive public engagement on the Plan, including numerous in-person and online presentations, forums, and pop-up events.

Napa County staff have provided comments and direction on key documents and materials that will be included in the final Plan and will ask the Board to approve the Plan at a future meeting. NVTA staff asked to update the Board on the status of the Plan and obtain feedback for improving walking and biking in Napa County.

Additional information about the Plan, including draft maps of proposed walking and biking improvements, are online at www.NapaATplan.org <http://www.NapaATplan.org>.

Requested Action:

Receive a presentation on the Countywide Transportation Plan from the Napa Valley Transportation Authority staff.

FISCAL IMPACT

Is there a Fiscal Impact? No

Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Board has the option to receive the presentation.
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:** 12/9/2025 | **File ID #:** 25-1321

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: Adoption of Fee Structure in Support of GSP Implementation

RECOMMENDATION

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

BACKGROUND

SCI Consulting Group (the "SCI Team") evaluated and provided a range of options for the establishment of a fee, special tax, or benefit assessment to fund NCGSA management and GSP implementation and related programs. Initial planning was conducted throughout 2023, including stakeholder outreach and preparation of a Funding Options Technical Memorandum. On September 24, 2024 the Memorandum was presented to the Napa County Groundwater Sustainability Agency (NCGSA) and direction was provided to pursue a fee program based on estimated groundwater extraction in accordance with California Water Code section § 10730.

On April 22, 2025, the NCGSA received a presentation with three rate scenarios apportioning costs to groundwater users in the Napa Valley Subbasin. The NCGSA directed staff to further develop the fee methodology under Rate Scenario 3, which utilizes three different charge types (one for each groundwater user class) and apportions costs based on "Common Costs" and "Applied Groundwater Use Costs," and incorporates an annual contribution from the County's general fund.

Staff are aware of the challenges faced by the grape growing and winemaking communities statewide and in Napa County. Since its inception in 2019, the NCGSA budget has been subsidized entirely by the general fund. The County intends for the NCGSA to be self-funded by those who benefit through assessment to groundwater users within the Subbasin and staff acknowledges that this is a difficult time for these communities.

Proposed Fee Program Structure

A hybrid approach to the Fee structure was identified in February 2025 and further refined following the April 22, 2025, NCGSA meeting. GSA staff and the SCI Team have developed a methodology that apportions costs based on the average percentage of pumping within each user class, informing Fee rates for three different user

classes: 1) agricultural groundwater users, 2) self-supplied groundwater users (largely domestic groundwater users), and 3) public water system groundwater users (public or state small water systems extracting groundwater).

The proposed Fee Program incorporates a projected annual budget of approximately $2.5 million (see Table 4 of the Rate and Fee Study for detail). This budget is based on typical annual costs but also includes consideration of specific future-year costs. While this budget total reflects an estimated annual cost, it is reduced by a continued contribution from the County's general fund. This general fund contribution is intended to achieve three goals: 1) to reduce the fee applied to groundwater users, 2) to provide financial relief to self-supplied users, and 3) to stabilize the budget and account for unforeseen costs.

The Fee Study proposes achieving these goals with the support of an annual general fund contribution of $500,000. Of this total, $300,000 is applied to the overall budget, which reduces the balance allocated to all groundwater users and lowers rates. $100,000 is applied to self-supplied users, which reduces the self-supplied rate and acknowledges the burden of Fees on domestic water use. The remaining $100,000 is set aside for two purposes: 1) to allow for self-supplied users to apply for Fee waivers based on financial hardship, and 2) to contribute to an annual reserve which may address unforeseen costs or support projects and actions to implement the GSP, minimizing unexpected burdens for the general fund. Staff recommends capping the reserve at 15% of the annual budget and reducing Fees equal to any excess reserves the following year.

Costs are allocated (in part) based on the average annual percentage of groundwater pumping attributed to each user class from 2019 to 2024. The use of groundwater pumping percentages to apportion costs achieves a proportionality across different user classes despite incorporating different types of charges.

While some costs to be funded by the proposed Fee provide a benefit broadly to all groundwater users, other costs provide a heightened benefit only to certain users. To allocate costs appropriately to groundwater users, GSA staff and consultants analyzed all line items in the proposed budget according to their purpose and the benefit they provide. This framework addresses the variable benefit provided by different GSA costs to different user classes. The GSA budget was split into two sections - Administrative Costs and Professional Services. Costs were designated as either "Common Costs" which refer to costs that provide benefit broadly to all groundwater users, or "Applied Groundwater Use Costs," that provide a benefit to agricultural and water system groundwater users.

Common Costs

Common Costs are those that provide benefit broadly to all groundwater users, in that they involve general Subbasin management, compliance with Sustainable Groundwater Management Act (SGMA), and efforts to track and measure sustainability in accordance with the GSP. For this reason, Common Costs are allocated to all groundwater users. Common Costs are further described in Tables 4, 5, and 6 of the Fee and Rate Study. Annual Common Costs are calculated to be $1,007,175.

Applied Groundwater Use Costs

Applied Groundwater Use Costs refers to costs that both focus on large-scale applied groundwater use and are necessitated by agricultural irrigation and water suppliers. These costs provide a heightened benefit to agricultural users and water system users, and because of this they are allocated only to these two user classes. Applied Groundwater Costs are further described in Tables 4, 5, and 6 of the Fee and Rate Study. Annual Applied Groundwater Costs are calculated to be $1,161,125.

Agricultural Groundwater Users

Agricultural users are assigned a base charge per "planted acre" (acres that contain agricultural crops) and an additional charge per "groundwater-irrigated" acre (acres that consistently irrigate with groundwater). These charges are based on the benefit of having access to groundwater to support agricultural irrigation and related uses. Crop acreage per parcel was identified using data provided by the Napa County Assessor's office.

Despite these charges being based on crop acreage (and not pumping) consideration of water use has been incorporated into this approach. In some instances, growers either dry-farm or utilize alternative water sources, such as surface water and recycled water. In these cases, dry-farmed acres or planted acres that utilize alternative water sources benefit from using groundwater in certain situations and have access to it when needed. The base charge per planted acre acknowledges that a degree of benefit is provided to all agricultural operators within the Subbasin - but this benefit is less than that provided to those that consistently irrigate with groundwater. All Common Costs allocated to agricultural groundwater users are assigned to the base charge per planted acre.

For rate calculation purposes, this approach assumes that 10% of planted acreage is either dry-farmed or irrigated with alternative water sources. This assumption is conservative in that planted acreage not consistently irrigated with groundwater is likely less than 10%. This number will need to be refined on a parcel scale prior to imposing charges on agricultural groundwater users growers through direct outreach anticipated in Spring 2026.

All acreage irrigated consistently with groundwater (groundwater-irrigated acreage) is assigned an additional rate. This charge accounts for the heightened benefit provided to those that rely consistently on groundwater. All Applied Groundwater Use Costs allocated to agricultural groundwater users are assigned to the additional rate per groundwater irrigated acre.

Self-Supplied Groundwater Users

Self-supplied users are assigned a charge per groundwater-using parcel. A parcel-based charge is based on access to groundwater (not the amount used) and accounts for this benefit despite a lack of parcel-scale extraction data for these parcels. GSA staff and consultants explored several ways to identify variability of water use on self-supplied user parcels. However, attempts to identify this variability on a parcel scale were met with data limitations, precluding the use of variable rates for these users (such as an extraction charge). For this reason, the parcel charge is intended to account for the benefit of having basic access to groundwater.

Self-supplied use parcels were identified by first flagging all parcels with County use codes that indicate water use (e.g., residential use codes). The SCI Team then analyzed these parcels to determine whether they lie within a water system boundary, which implies they are served by a water system. All parcels that are assigned to a use code that indicates water use but lie outside of PWS boundaries were identified as self-supplied users. Most of these users are domestic, although a small number of commercial users are included as well.

Self-supplied groundwater users are apportioned only a percentage of Common Costs based on their share of average annual pumping. This is based on the concept that these users are provided a benefit by some costs, but not by the supplemental costs included in the Applied Groundwater Use Cost category.

As noted above, a portion of the County contribution is used to reduce the financial burden on self-supplied users. First, $100,000 is applied to their cost allocation, reducing the revenue need and rate associated with this user class. Second, self-supplied users would be eligible to apply for their Fee to be waived due to financial

hardship. The Fee Study proposes using enrollment in PG&E's California Alternate Rates for Energy "CARE" program, which offers discounted energy rates for households that qualify based on status as low-income. By using enrollment in CARE, the GSA can determine eligibility based on actual need without requiring self-supplied users to submit annual income information.

Public Water System Users

Public water system ("PWS") groundwater users include all public and small State water systems that pump groundwater. These users are assigned a rate per acre-foot ("AF") of groundwater pumped based on the benefit they receive from access to groundwater to serve their customers. Because extraction data is generally available for these users, a charge per acre foot is likely the most optimal means of accounting for this benefit.

For the purposes of the Fee Study, total PWS extraction is derived from Napa GSA annual reports, based on a five-year average from 2019- 2024. Prior to charging these users, the GSA will have to account for system-by-system average extraction totals. Additionally, due to the nature of these entities, they will likely have to be billed directly - as charges assigned to parcels on the County tax roll would not apply.

Water systems are apportioned both Common Costs and Applied Groundwater Use Costs, based on their share or average annual pumping. This is based on the concept that these users receive both a common benefit and a heightened benefit by both cost categories.

Final rates by user class can be found below and in the attached Rate and Fee Study.

Fee Study Rate Summary

User Class / Charge Type	Cost Allocation	Rate	Basis
Agricultural User Base Rate	$747,032	$38.58	per planted acre
Agricultural User Additional Rate	$1,048,288	$60.16	per GW-irrigated acre
Agricultural User Combined Rate	NA	$98.74	per planted acre (total)
Self-Supplied User Rate	$79,733	$62.58	per parcel
Public Water System User Rate	$193,246	$129.87	per AF

Alternative Fee Option

An alternative option to the rate structure described above and documented in the Rate and Fee Study would apply a larger portion of the County contribution to reduce the overall budget. This would entail reallocating the $100,000 County contribution specifically provided to self-supplied users and instead apply this amount to offset the overall budget, which would reduce the rates for all users. The methodology of the Fee study would remain unchanged. Under the alternative option, the rates by user class would change and can be found in the attachment and shown below. If the Board chooses to adopt the alternative option, GSA staff are required to revise the Rate and Fee Study, publish a new 20-day public notice, and hold a second public hearing to consider adoption of this or any other alternative.

Alternative Fee Option Study Rate Summary

User Class / Charge Type	Cost Allocation	Rate	Basis

Agricultural User Base Rate	$712,580	$36.80	per planted acre
Agricultural User Additional Rate	$999,942	$57.39	per GW-irrigated acre
Agricultural User Combined Rate	$1,712,522	$94.19	per planted acre (total)
Self-Supplied User Rate	$179,733	$141.08	per parcel
Public Water System User Rate	$184,334	$123.88	per AF

Staff Recommendation and Next Steps

Staff recommend the NCGSA adopt the fee structure outlined in the Rate and Fee Study and a Resolution of the NCGSA Adopting a Groundwater Sustainability Fee in the Napa Valley Subbasin, as authorized by Water Code § 10730 to assess fees for groundwater users to implement the Groundwater Sustainability Plan.

If adopted, staff recommend the fee to take effect in Fiscal Year 2026-27, to provide time for groundwater users to adjust and for staff to continue outreach to the community. The fees would then be presented for assessments and collection with the annual property tax invoices with due dates in December 2026 and April 2027. The County's general fund will continue to fund operations until revenues are sustainable.

Next Steps:

1. Staff will conduct additional public outreach to all groundwater users, and
2. Staff will work with the Auditor-Controller, Assessor and Tax Collector to finalize charges in spring 2026 and return to the Board with a resolution adopting the levy roll to be placed on the tax rolls for Fiscal Year 2026-27.

PROCEDURAL REQUIREMENTS:

1. Staff reports.
2. Public comment.
3. Motion, second, discussion and vote on the item.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No, Revenues will not be generated until the next fiscal year.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Provides a source of non-General Fund funding
Is the general fund affected?	Yes
Future fiscal impact:	Analysis of future impact is pending
Consequences if not approved:	GSP implementation would need to continue to be funded solely from the County's General Fund

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 25-_____

RESOLUTION NO. 25-___ OF THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY ADOPTING A GROUNDWATER SUSTAINABILITY FEE IN THE NAPA VALLEY SUBBASIN

RECITALS

WHEREAS, the State of California enacted the Sustainable Groundwater Management Act (SGMA) in 2014 to provide for the sustainable management of groundwater basins, to enhance local management of groundwater consistent with rights to use or store groundwater, to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater, and to manage groundwater basins through the actions of local governmental agencies to the greatest extent feasible (Wat. Code § 10720.1 et seq.); and

WHEREAS, the stated purpose of SGMA is to provide for the sustainable management of groundwater basins by providing groundwater sustainability agencies (GSAs) with the authority, and technical and financial assistance necessary to sustainably manage groundwater resources; and

WHEREAS, said powers and authorities include, but are not limited to the imposition and collection of fees on all applicable properties to fund regulatory activities within the GSAs' jurisdictional boundaries; and

WHEREAS, the California Department of Water Resource (DWR) has designated the Napa Valley Subbasin (DWR Bulletin 118 Basin Number 2-002.01) as a high priority basin under SGMA; and

WHEREAS, the Napa County GSA is the exclusive GSA over the Napa Valley Subbasin and developed a Groundwater Sustainability Plan (GSP) covering the entire basin, which DWR approved on January 26, 2023; and

WHEREAS, the implementation of the Napa Valley Subbasin GSP requires exercising regulatory powers and authorities provided in SGMA for all applicable parcels within the Napa County GSA's boundaries, including de minimis extractors (i.e., a person who extracts, for domestic purposes, two acre-feet or less per year); and

WHEREAS, the Board of Directors of the Napa Valley Basin GSA seeks to impose a groundwater sustainability fee authorized by Water Code section 10730 to fund the costs of a groundwater sustainability program, including implementation of the Napa Valley Basin GSP; and

WHEREAS, the Napa County Groundwater Sustainability Agency Rate and Fee Study ("Fee Study"), prepared by SCI Consulting Group , a recognized public finance and urban economic consulting firm for public agencies, has been provided to the Board of Directors and in which is set forth the proposed methodology for charging a regulatory fee to be known as the Napa Valley Subbasin GSA Groundwater Sustainability Fee ("Fee") for the purpose of managing the sustainability of Basin Number 2-002.01 that constitutes (1) a charge imposed for a specific benefit conferred directly to the payor that is

not provided to those not charged, and (2) a charge imposed for a specific government service provided directly to the payor that is not provided to those not charged; and

WHEREAS, the Fee Study shows that the fee adopted herein is not a tax, the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity; and

WHEREAS, the Fee Study is hereby incorporated by reference into this Resolution; and

WHEREAS, the implementation of the GSP requires exercising the regulatory powers and authorities provided in SGMA for all applicable parcels within its boundaries, of which, include de minimis extractors.

WHEREAS, the Napa County GSA has determined that it will regulate de minimis extractors pursuant to administrative actions, implementation of project management actions, groundwater pumping reduction workplans, other activities necessary to administer the GSP, and this Resolution because de minimis extractors cumulatively account for approximately 18% of the groundwater extracted from the Napa Valley Subbasin; and

WHEREAS, pursuant to Water Code section 10730(d), prior to imposing the Fee, the Napa County GSA has held a public meeting, at which written or oral presentations have been made; and

WHEREAS, pursuant to Water Code section 10730(d), the Napa County GSA posted notice of the time and place of the public meeting at which the Fee will be considered, the notice was published in the newspaper in compliance with Government Code section 6066, the notice was posted on the Napa County GSA's website and was mailed to interested parties, and the data to support the Fee was available to the public at least 20 days before the Napa Valley Basin GSA's public meeting to impose the Fee; and

WHEREAS, the Napa County GSA Executive Officer and Counsel are hereby authorized and directed to take such other and further steps as may be necessary or appropriate to implement the intent and purpose of this resolution.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Napa County Groundwater Sustainability Agency as follows:

1. The Napa County GSA hereby finds that the facts set forth in the Recitals to this Resolution are correct and establish the factual basis for the Napa County GSA's adoption of this Resolution; and

2. The Napa County GSA finds that all prerequisites required before adopting the Fee have been met, including the proper public noticing of the hearing and the conduct of the public hearing; and

3. The Napa County GSA approves the Regulatory Fee Study and finds that it is the proper basis on which to establish the Fee, and that the Fee adopted herein is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a

payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity; and

4. The Napa County GSA hereby adopts the Fee, including a Fee on self-supplied groundwater users (including de minimis extractors), agricultural groundwater users, and public water systems using groundwater as set forth in Attachment A hereto; and

5. The Napa County GSA will regulate de minimis extractors pursuant to Water Code section 10730(a); and

6. Upon request of the Napa County GSA, all groundwater extraction facilities within the boundaries of the Subbasin shall be registered with the Agency within thirty (30) days of notice given to the operator. The Operator of an Extraction Facility will be registered by the GSA and provide at a minimum the following information on a form provided by the Agency. The Agency form may ask for, and the Operator may supply additional information if requested.
   - Name, mailing address, and email address of the operator.
   - Name and address of the owner of the land upon which the Extraction Facility is located.
   - A description of the equipment associated with the Extraction Facility.
   - Location of the water Extraction Facility.

7. The Executive Officer and Legal Counsel of the Napa County GSA are hereby authorized and directed to take such other and further steps as may be necessary or appropriate to implement the intent and purpose of this resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by

[Remainder or page left blank intentionally]

the Napa County GSA Board of Directors, State of California, at a regular meeting of the Board held

on the 9th day of December 2025 by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
ABSTAIN:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____

_____
ANNE COTTRELL, Chair of the
Napa County GSA

APPROVED AS TO FORM Office of County Counsel By: *Chris R.Y. Apallas* Deputy Agency Counsel Date: November 21, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY

GROUNDWATER SUSTAINABILITY FEE

ATTACHMENT A

SECTION 1. DEFINITIONS

1.1 "Applied Groundwater Use Costs" refers to costs that both focus on large-scale applied groundwater use and are necessitated by agricultural irrigation and water suppliers.

1.2 "Common Costs" means those costs typically incurred every year by the Napa County GSA to operate; examples include, but are not limited to, County administration costs, insurance, legal costs, fee program administration, and Board and committee costs.

1.3 "Executive Officer" means the Executive Officer of the Napa County GSA.

1.4 "Fee" means the Groundwater Sustainability Fee charges as set forth herein.

1.5 "Napa County GSA" means the Napa County Groundwater Sustainability Agency.

1.6 "Agricultural Groundwater Users" means a person extracting groundwater for agricultural purposes, including, but not limited to, crop irrigation.

1.7 "Self-Supplied Groundwater Users" means a person extracting groundwater for domestic or commercial purposes.

1.8 "Public Water System Groundwater Users" means any Public Water System or State Small Water System extracting groundwater for distribution for domestic or commercial purposes.

1.9 "Public Water System" means an entity owning or operating a system for the provision of water for human consumption through pipes or other constructed conveyances that has five (5) or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year.

1.10 "Person" means the owner(s) of real property, or a Public Water System charged the Fee.

1.11 "Subbasin" means the Napa Valley Subbasin as set forth in Bulletin 118 of the California Department of Water Resources, as may be amended from time to time.

SECTION 2. ESTABLISHMENT OF FEE

2.1 There is hereby charged within the Subbasin a Fee pursuant to Section 10730 of the California Water Code, and as more fully set forth herein.

2.2 The Fee may consist of one or more of the following charges as follows:

2.2.1 Agricultural User Base Rate –All agricultural groundwater user parcels within the Subbasin boundary shall pay the Agricultural User Base Rate. The Agricultural User Base Rate is $38.58 per planted acre within the Napa Valley Subbasin boundary for Fiscal Year 2025. The Agricultural User Base Fee is subject to an annual adjustment as set forth in the Annual Fee Adjustment Section below.

2.2.2 Agricultural User Additional Rate – This rate is charged only to those users who consistently irrigate with groundwater. This rate is intended to be an additional rate specifically for groundwater irrigated acres. The Agricultural User Additional Rate is $60.16 per groundwater-irrigated acre. The Agricultural User Additional Rate is subject to an annual adjustment as set forth in the Annual Fee Adjustment Section below.

2.2.3 Self-Supplied User Rate – The rate charged to self-supplied users is based on the total Common Costs allocated to this user class and the total number of parcels where self-supplied use was identified. This Self-Supplied User Rate is $62.58 per parcel.

2.2.4 Public Water System Rate – The rate charged to public water system users is based on the total Common Costs and Applied Groundwater Use Costs allocated to this user class and the groundwater extraction applied by these systems. The Public Water System Rate is $129.87 per acre-foot of water extracted. The Public Water System Rate is subject to an annual adjustment as set forth in the Annual Fee Adjustment Section below.

2.2.5 Annual Fee Adjustment - To keep pace with inflationary costs of service in carrying out the Napa County GSA's purposes for which the Fees are collected, the Board may adopt an annual fee increase based on annual data updates and the adopted budget. The authorized maximum fee rate to be levied in future fiscal years may be adjusted based on the annual change in the San Francisco-Oakland-Hayward Consumer Price Index for All Urban Consumers ("CPI" or "CPI-U"), measured each December of the preceding calendar year, with an annual adjustment not to exceed 4% per year. Hence, the maximum authorized fee rate each year shall be equal to the previous year's rate, increased by the San Franciso Bay Area CPI or 4%, whichever is less. The Board may consider applying this increase based on increased cost projections for each upcoming fiscal year.

2.3 The Fee shall be payable to the Napa County GSA as follows:

2.3.1 The Napa County GSA shall determine those real properties that are subject to the Fee and shall submit their Fee to the Auditor-Controller of the County of Napa, who then shall enter on the County assessment roll opposite each lot or parcel of land the amount of Fee thereupon as shown in the levy roll. The fees shall continue to be collected at the same time and in the same manner as County taxes are collected and all the laws providing for collection and enforcement shall apply to the collection and enforcement of the assessments.

2.3.2 For Persons who do not typically receive a property tax bill, the Napa County GSA shall mail a bill directly to the property owner at the address shown on the most recent equalized tax roll or other address on file with the Executive Officer.

2.3.3 If any Person fails to pay the Fee as charged, that Person shall pay interest to the Napa County GSA at the rate of one percent (1%) per month on the delinquent amount of the Fee and a ten percent (10%) penalty, pursuant to Water Code section 10730.6.

2.3.4 In addition to the interest and penalty set forth in Section 2.3.3, the Board of Directors may elect to utilize any of the remedies available to it for failure to pay the Fee as set forth in Water Code section 10730.6 or otherwise provided by law.

SECTION 3. APPEAL

3.1 Should a Person ("Appellant") wish to contest the Fee billed to their Public Water System or property, the Appellant shall first be required to pay the Fee as charged. Appellant may file an appeal with Napa County GSA, on a form approved by the Executive Officer, setting forth the basis upon which the appeal is made. Any appeal shall be filed no later than 2:00 p.m. on the 30th calendar day from the date the Fee is paid. The appeal shall be considered timely filed if, within the time allowed, the form is either: 1) delivered to the Executive Officer or Clerk of the Board of Directors by electronic mail, or 2) personally delivered to the or Clerk of the Board of Directors at 1195 Third Street, Suite 310, Napa, CA 94559.

3.2 Within sixty (60) calendar days of filing the appeal, the Executive Officer shall meet with the Appellant and serve as the hearing officer to discuss the basis of the appeal. The Executive Officer is authorized to uphold, modify, suspend, or cancel the fees imposed. The determination shall be made no later than fifteen (15) business days following the meeting and shall be in writing and delivered to the Appellant in the same manner as the filing of the appeal.

3.3 The Executive Officer's written decision on the appeal shall be final and exhaust the Appellant's administrative remedies.

SECTION 4. PERIODIC REVIEW

4.1 Annually during the budget process, the Board of Directors shall review the Fee to determine if the Fee is sufficient to cover expenses consistent with the California Constitution. The Board of Directors may increase or decrease the Fee as necessary or appropriate in compliance with the California Constitution.

4.2 At least every five (5) years, the Board of Directors shall perform a comprehensive review of the Fee and its methodology to determine if the methodology for calculating and charging the Fee continues to be appropriate or should be changed. The Board of Directors may authorize the retention of a consultant to assist with the review and shall hold at least one public meeting to receive testimony from the public regarding the Fee. Any change in methodology for calculating and charging the Fee shall be subject to the requirements of the California Water Code and the California Constitution.

Napa County
Groundwater Sustainability Agency

Rate and Fee Study

December 2025

SCIConsultingGroup
Public Finance Consulting Services

4745 Mangels Boulevard
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www.sci-cg.com

Napa County Groundwater Sustainability Agency

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Nick Fetherston, Planner II

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Ryan Aston, SCI Consulting Group
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I. Introduction and Executive Summary

Introduction

The California Legislature enacted the Sustainable Groundwater Management Act (SGMA) in 2014, marking the first Statewide effort to manage its groundwater basins. The goal of this historic legislation is to ensure that groundwater is sustainably managed and protected for all beneficial users, now and into the future. Although it was enacted at the State level, SGMA was envisioned to be implemented primarily on the local level by local public agencies. As such, it mandates that local Groundwater Sustainability Agencies (GSAs) be formed in high-priority and medium-priority basins in order to develop and ultimately implement Groundwater Sustainability Plans (GSPs).

The Napa County Groundwater Sustainability Agency (NCGSA or GSA) was created by a resolution of the Napa County Board of Supervisors in December of 2019 to serve as the official Groundwater Sustainability Agency for the Napa Valley Subbasin (Subbasin), as required by SGMA. The Agency is governed by a Board of Directors (Board) consisting of the Napa County Board of Supervisors. Additionally, the Agency maintains a Technical Advisory Group (TAG) for the purpose of providing input and recommendations to the Board.

The Napa Valley Subbasin represents an extremely valuable resource in Napa County (County). Groundwater management efforts in the County have been orchestrated since at least the 1960s, including monitoring of groundwater levels and efforts to conserve water resources. The health of the Napa Valley Subbasin has notable effects on its communities, economy, and culture – it is home to some of the most valuable and sophisticated agriculture in the world. Both past and current efforts to achieve sustainability in the Subbasin hold implications for all those who live or work in the County.

In the Winter of 2022, the Agency engaged a consultant team consisting of SCI Consulting Group and Larry Walker Associates (SCI Team) to develop revenue recommendations, community engagement strategies, and a Rate and Fee Study report to support the NCGSA in its efforts to implement its GSP. This Rate and Fee Study (Fee Study or Study) incorporates legal, financial, administrative, political, and policy considerations in support of revenue options. The discussion of these subjects within the context of NCGSA's needs and preferences is intended to inform the process of funding mechanism implementation.

The Napa Valley Subbasin GSP[1] was submitted to the California Department of Water Resources (DWR) in January 2022, and DWR approved the GSP in January 2023. The GSP includes goals and recommendations required for its implementation. NCGSA is required to comply with ongoing regulatory requirements related to groundwater level monitoring and reporting. Programs related to reducing groundwater pumping and other conservation measures are necessary to achieve sustainability. Funding these efforts will be key to the success of the GSP.

Executive Summary

This Fee Study is intended to support NCGSA's development and implementation of a regulatory fee on groundwater users within the Subbasin (referred to throughout as the Fee or Fee Program), beginning in Fiscal Year (FY) 2026-27. This proposed Fee is intended to fund the Groundwater Sustainability Program as outlined in the GSP. The Fee Study summarizes the efforts of the GSA Board, staff, and consultants in determining the financial, legal, and policy decisions best suited to funding GSP implementation in the Subbasin. This summary includes considerations of legal authority, funding structure, and Fee methodology.

This Fee Study was prepared to:

- Describe the costs of implementing the Groundwater Sustainability Program that would be funded by the proposed Fee;
- Describe a projected annual GSA budget to be funded by the Fee in 2026-27 and into the future;
- Determine the appropriate allocation of GSP implementation costs across groundwater user classes;
- Describe the method of apportionment of costs to parcels that benefit from GSP implementation within NCGSA; and
- Establish a rate and fee schedule to recover GSP implementation costs needed to achieve Subbasin sustainability.

This Fee Study and the proposed Fee have been developed pursuant to California Water Code section 10730 and Article XIII C of the California Constitution. Note that only parcels that receive a benefit from the implementation of the Napa Valley Subbasin GSP are included in the proposed Fee Program.

[1] https://sgma.water.ca.gov/portal/gsp/preview/124

A Regulatory Fee Program for the Napa Valley Subbasin

Through numerous discussions with County staff, legal counsel, and the SCI Team, a regulatory fee in accordance with Water Code § 10730 and Proposition 26 was selected as the optimal funding mechanism for the Napa Valley Subbasin.

The methodology of the Fee Program established by this Study is based on apportioning the costs of GSP implementation to groundwater users in a manner that is proportional to the benefit provided to each parcel. For this reason, this Study establishes a hybrid methodology that utilizes different charge types for different groundwater user classes, as detailed below:

- Agricultural groundwater users: charged on the basis of "Planted Acreage" and "Groundwater-Irrigated Acreage." These users are agricultural irrigators primarily within the Napa Valley wine industry.
- Self-Supplied Groundwater Users: charged on a parcel basis for each parcel that extracts groundwater. These users are largely domestic users but also include a limited number of small commercial entities.
- Public Water Systems (PWS) Users: water systems extracting groundwater for public distribution, charged on the basis of their groundwater extraction. These users consist of the City of St. Helena and small water systems, including wine tasting facilities and other similar entities.

Background of Funding Strategies for NCGSA

Since the inception of the Agency in 2019, leadership has discussed and considered the short term and long-term challenges associated with funding. Funding needs of sustainable groundwater management are often fluid and multifaceted and require a dynamic approach, particularly during the early years of the GSA.

In part, the NCGSA has funded the costs of operations and GSP development with allocations from the Napa County general fund. Like many other GSAs across the State, member agency funding contributions (in this case the County) have allowed agencies to develop goals and priorities to guide development of the GSP. NCGSA has also relied on a grant award from DWR's Sustainable Groundwater Management Proposition 68 Implementation Grant Program. This award contributed greatly to the development of the NCGSA GSP.

Like GSAs throughout California, as NCGSA has moved into the GSP implementation phase, conversations surrounding funding have gravitated more toward the establishment of a reliable, stand-alone funding mechanism to support GSP implementation efforts.

Napa County continues to support the implementation of the GSP in the Napa Valley. As detailed below in Section III, a continued contribution from the Napa County general fund will be used to reduce the revenue requirement applied to groundwater users.

Subbasin Characteristics and Approach

The conditions of the Napa Valley Subbasin are discussed in detail in the GSP. The Subbasin underlies approximately 46,609 acres overlying the Napa Valley and entirely within Napa County. Groundwater within the Subbasin is used for agricultural, domestic, commercial, and public supply purposes. A map of the Subbasin boundary is provided in Figure 1, below.

Basin Prioritization

The Department of Water Resources assigns each of California's 515 groundwater basins a prioritization rating. The Basin Prioritization rating dictates whether a basin is designated very low, low, medium, or high priority as shown below.

Table 1 – SGMA Priority Ranking Criteria

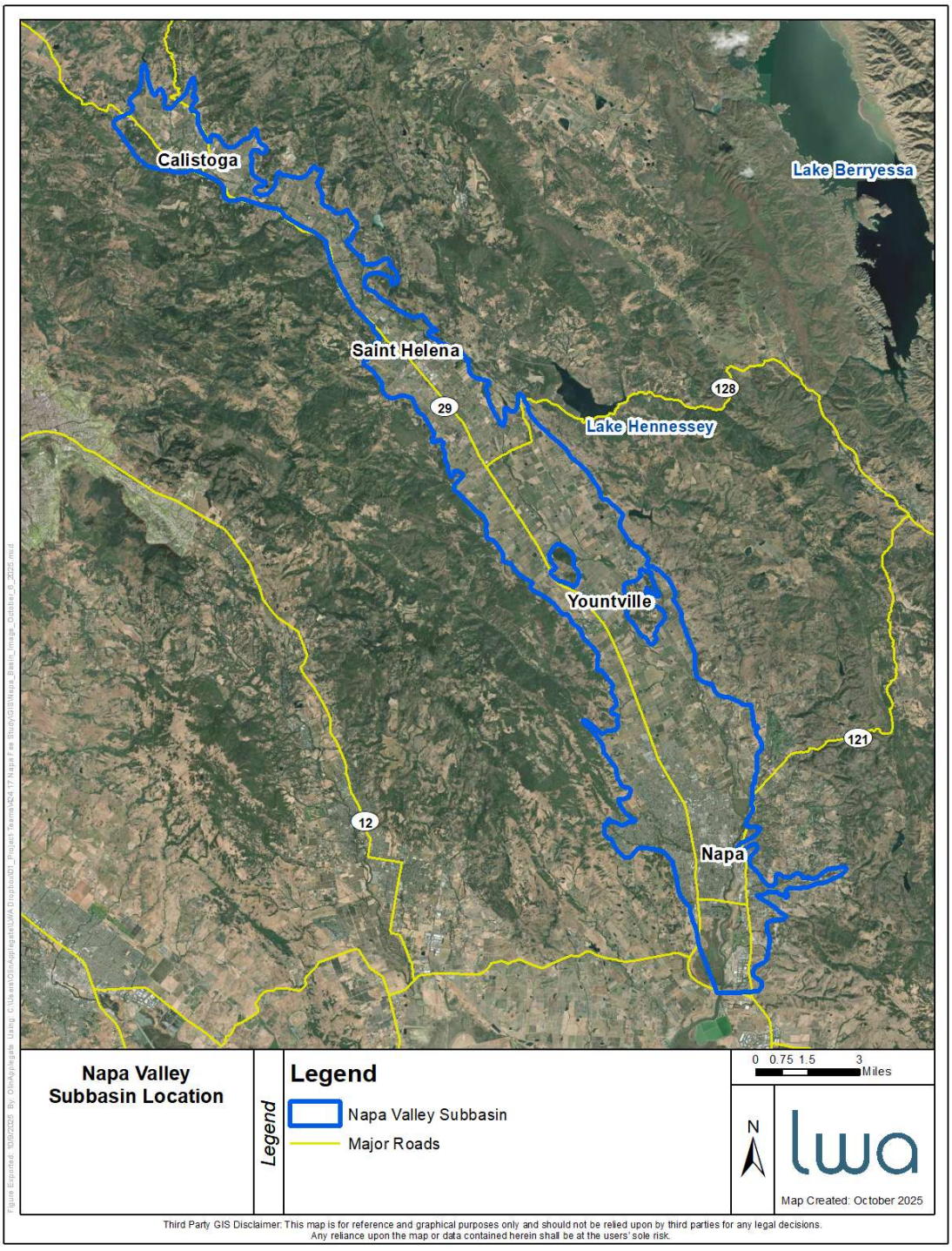
Priority	Total Priority Point Ranges			
Very Low	*over*	zero	*up to*	7
Low	*over*	7	*up to*	14
Medium	*over*	14	*up to*	21
High	*over*	21	*up to*	42

Medium and high priority basins are required to establish a groundwater sustainability agency and develop a groundwater sustainability plan. With a priority ranking score of 22, the Napa Valley Subbasin is classified by DWR as a high-priority basin. The Subbasin's priority point allocation is illustrated in Table 2.

Table 2 – Napa Valley Subbasin Priority Points

Criteria	Priority Points
1 Population	3
2 Population Growth	2
3 Public Supply Wells	5
4 Total Wells	5
5 Irrigated Acres	4
6 Groundwater Reliance	3
7 Impacts	0
8 Habitat and Other Information	0
Total Priority Points	22

Figure 1 – Napa Valley Subbasin Boundary



Napa Valley Subbasin GSP

The Napa Valley Subbasin GSP provides the basis for the GSA's Groundwater Sustainability Program. The GSP's stated sustainability goal is "to protect and enhance groundwater quantity and quality for all beneficial uses and users of groundwater and interconnected surface water in the Napa Valley Subbasin both now and in the future" "implement sustainable management criteria and an adaptive management approach supported by the best available information and best available science, resulting in the absence of undesirable results within 20 years from GSP adoption" (GSP, 18). With this in mind, the GSP includes a detailed analysis of Subbasin conditions, definitions of Sustainable Management Criteria and undesirable results, and Projects and Management Actions intended to achieve sustainability.

SGMA sets forth six Sustainable Management Criteria that are used to measure sustainability. The GSP defines these Criteria and their corresponding undesirable results for the Napa Valley Subbasin as listed below (GSP, 9-1). These Criteria provide the basis for defining sustainable conditions and guide the GSA's efforts to implement the GSP.

1. Chronic lowering of groundwater levels indicating a significant and unreasonable depletion of supply if continued over the planning and implementation horizon. Overdraft during a period of drought is not sufficient to establish a chronic lowering of groundwater levels if extractions and groundwater recharge are managed as necessary to ensure that reductions in groundwater levels or storage during a period of drought are offset by increases in groundwater levels or storage during other periods.
2. Significant and unreasonable reduction of groundwater storage.
3. Significant and unreasonable seawater intrusion.
4. Significant and unreasonable degraded water quality, including the migration of contaminant plumes that impair water supplies.
5. Significant and unreasonable land subsidence that substantially interferes with surface land uses.
6. Depletions of interconnected surface water that have significant and unreasonable adverse impacts on beneficial uses of the surface water.

The GSP also outlines management actions necessary to achieve sustainability. The costs described in Section III. of this Study include several management actions or workplans described in Section 11 of the GSP.

Discussion of Benefit

Sustainable groundwater management, such as NCGSA's Groundwater Sustainability Program, provides a benefit to all groundwater users within the Subbasin. Because sustainable groundwater management protects particular identifiable parcels (including residents of the parcel and any appurtenant facilities or improvements) from undesirable results and potential unavailability of reliable groundwater access, the benefits are provided directly to property owners within NCGSA. This Study concludes the GSA's enhanced sustainable groundwater management provides a benefit directly to property owners in that:

- Their property and way of life is being protected from undesirable results including potential unavailability of reliable groundwater access.
- Local management of groundwater resources is maintained, avoiding State intervention and retaining local control and input.

The proposed GSA budget used in this Study will result in the Subbasin maintaining the high standard by which it has been managed to date, with funding from the Napa County general fund. Accordingly, it will reduce the risk of undesirable results and the associated effects on property, including unavailability of reliable groundwater access, State intervention, and decreased property values. As discussed in detail below, this Study utilizes a hybrid methodology that incorporates three different types of charges to allocate the cost of providing these benefits to groundwater users within the Subbasin.

II. Legislative and Legal Understanding

This Fee Study serves as a part of the legal basis for the establishment of a Fee Program in support of GSP implementation in the Subbasin. Within SGMA, two revenue paths are specifically described to fund a groundwater sustainability agency: Water Code § 10730 describes fees that align with general GSA management and GSP implementation excluding major capital investments for improvements; and Water Code § 10730.2 describes fees at the full spectrum of GSA costs including major capital investments and facility operations and requires more rigorous and lengthy adoption procedures. These code sections are the legal apparatus that provide GSAs with the authority to charge fees, and they detail specific requirements related to fee structure and implementation. The descriptions of fees in each of these two sections provide guidance for the constitutional "pathways" that are applicable for their respective fee types. While these code sections do not explicitly state that the fees they describe are regulatory fees (§ 10730) or property related fees (§ 10730.2), they are generally interpreted as such due to shared characteristics between their descriptions.

An essential aspect of understanding the legal requirements of fee programs in support of groundwater management is the way in which various legal obligations interplay with one another. Appropriate sections of the California Water Code provide guidance for GSAs in establishing funding mechanisms, but all charges imposed by government agencies must adhere to the requirements set forth in the California Constitution. Both the appropriate Water Code Section and the appropriate Constitutional Articles must be identified and complied with.

The primary constitutional standards relevant for fees established under Water Code § 10730 are included in Article XIII C of the California Constitution. As enshrined by the passage of Proposition 26, this section sets forth general requirements for charges imposed by government agencies. The requirements of Water Code § 10730 and Article XIII C are discussed below.

Water Code § 10730

As noted above, Water Code § 10730 is intended to fund general GSA management and GSP implementation excluding major capital investments. The proposed Fee Program is intended to fund costs stemming from Program administration, including general administrative costs, State-mandated monitoring and reporting, and Management Actions described in the GSP. The Scope of Water Code § 10730 fully embraces the activities described in the current GSP and in the GSA's budget. For this reason, the GSA has chosen to implement a Water Code § 10730 fee, as described below:

> *A groundwater sustainability agency may impose fees, including, but not limited to, permit fees and fees on groundwater extraction or other regulated activity, to fund the costs of a groundwater sustainability program, including, but not limited to, preparation, adoption, and amendment of a groundwater sustainability plan, and investigations, inspections, compliance assistance, enforcement, and program administration, including a prudent reserve.*

The Fee developed for this Study is based on a hybrid methodology that accounts for the benefit provided to groundwater extractors by administering the Groundwater Sustainability Program, and as such falls within the categories described by this code section. Nonetheless, any fee imposed by a government agency must comply with the California Constitution. Further discussion of compliance with Proposition 26 is included below.

Public Meeting Requirements

Water Code § 10730 also provides requirements regarding a public meeting prior to imposing a fee program:

> *Prior to imposing or increasing a fee, a groundwater sustainability agency shall hold at least one public meeting, at which oral or written presentations may be made as part of the meeting. Notice of the time and place of the meeting shall include a general explanation of the matter to be considered and a statement that the data required by this section is available. The notice shall be provided by publication pursuant to Section 6066 of the Government Code, by posting notice on the Internet Web site of the groundwater sustainability agency.*
>
> *At least 20 days prior to the meeting, the groundwater sustainability agency shall make available to the public data upon which the proposed fee is based.*

De Minimis Extractors

De minimis extractors are defined by Water Code § 10721 as those who extract, for domestic purposes, 2 acre feet (AF) or less of groundwater per year. An important distinction is made by § 10730 regarding de minimis extractors:

> *A groundwater sustainability agency shall not impose a fee pursuant to this subdivision on a de minimis extractor unless the agency has regulated the users pursuant to this part.*

This indicates that in order to charge de minimis extractors, a GSA must have regulated these users. The implementation of the Napa Valley Subbasin GSP requires exercising regulatory powers and authorities provided by SGMA for all applicable parcels within the Subbasin. This includes all parcels extracting groundwater. Furthermore, de minimis groundwater extraction accounts for approximately 18% of total extraction in the Subbasin. SGMA requires the GSA to account for and analyze this extraction as a part of its Groundwater Sustainability Program.

Fee Collection

Another stipulation of Water Code § 10730 authorizes a GSA to collect fees pursuant to this section of the Water Code on the property tax bills furnished by the County in which its jurisdiction lies. The GSA intends to utilize the tax bill method of collection to the extent possible.

Proposition 26

Proposition 26 was passed by voters in 2010, providing a broad constitutional definition of the term "tax", which was necessary in the wake of Proposition 218's limitations on local taxes. Proposition 26 is best understood in the context of Propositions 13 and 218.

Proposition 218 was passed by California voters in 1996, adding Articles XIII C and XIII D to the State Constitution. The purpose of this legislation was primarily to address the effects of Proposition 13, passed in 1978, which limited the ability of local governments to impose taxes. While Proposition 218 outlined substantive and procedural guidelines for the imposition of taxes, benefit assessments, and property related fees, the definition of the term "tax" was not succinctly defined.

Proposition 26, as included in Article XIII C of the California Constitution, defines a tax as "any levy, charge, or exaction of any kind imposed by a local government," with certain exceptions. Among these exceptions are:

> *(1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege to the payor.*
>
> *(2) A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product to the payor.*
>
> *(3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.*

Article XIII C goes on to stipulate that the governing agency must establish that any charges imposed by a government agency are not taxes:

> *The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner*

in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Regulatory Fees

The three exceptions listed above provide the basis for a regulatory fee in support of NCGSA's Groundwater Sustainability Program. The Napa Valley Subbasin GSP provides a benefit or service to all groundwater users in the Subbasin. Additionally, costs incurred by the GSA's Groundwater Sustainability Program are regulatory costs, as they represent the regulation of groundwater in the Subbasin.

This Fee Study provides the rationale for how the fee program for the Napa County GSA will comply with the requirements of Article XII A, including the fees charged to groundwater extractors in the Subbasin:

1. Are not taxes.
2. Will not generate more revenue than the reasonable cost of the governmental activity.
3. Are allocated to the payor in a manner that bears a reasonable relationship to the benefits received from the governmental activity.

III. Budget and Revenue Requirement

The proposed Fee Program revenue requirement stems from the cost of implementing the Napa Valley Subbasin GSP. These costs have been organized into two primary categories: Administrative Costs – which include Agency Administration and Operational Coordination, and Professional Services – which include Monitoring and Reporting and Management Actions.

The revenue requirement differs from the total budget amount in that the Napa County Board of Supervisors has proposed a County contribution in the amount of $500,000 annually. This will reduce the total required revenue applied to the Fee Program.

GSP Implementation Costs

The projected costs included in the budget were developed in cooperation with County staff and technical consultants. This effort was aided by staff and consultant knowledge and experience with the GSA's budget over the last several years, as these costs have been incurred annually and paid for by the County general fund and grants. As the GSA looks to incorporate costs into the new Fee Program, recent past experiences help to shape these projections.

The budget provided in Table 3 below is intended to demonstrate typical annual costs incurred by the GSA. Prior to imposing Fees each year, the GSA Board will evaluate funding needs and may elect to decrease the Fee Program budget and corresponding rates. However, the GSA cannot increase the Fee Program budget and rates beyond the proposed budget without conducting new Fee implementation proceedings (with the exception of an inflationary mechanism, as disused below).

Table 3 – Napa County GSA Annual Costs

Estimated Annual Expenses	Total Estimated Annual Cost
Administrative Costs	
Agency Administration	
General Administration Services	$446,017
Accounting/Auditing Services	$500
Legal Services	$20,000
Operational Coordination	
Technical Advisory Group Membership	$67,500
Napa County RCD Collaboration, Stream Watch and ISW/GDE	$177,000
Fee Program Annual Administration	$25,000
Stakeholder Engagement/Outreach	$69,600
Subtotal	$805,617
Professional Services	
Monitoring and Reporting	
Program Management and Administration	$80,300
Required GSP Annual Report	$94,758
GSP Periodic Evaluation	$69,832
Napa Valley GSP Monitoring & Data Management / Visualization	$85,526
Evaluation of Hydrologic Data / Sustainability Indicators	$19,878
Technical Advisory Group Meeting Coordination and Support	$74,200
Napa Valley Integrated Hydrologic Model Refinement	$102,192
GSA Coordination with SB SDA Watershed Modeling	$26,222
Management Actions	
Grant Proposal Support	$7,550
Stream Gage Improvement Program Ongoing O&M	$155,042
Data Management System Infrastructure Improvements	$75,000
Napa Valley Integrated Hydrologic Model Scenarios/Application	$75,680
ISW / GDEs Workplan Implementation	$318,950
Demand Management / GPR & WC Workplan Implementation	$472,653
GSP-Related Support for Fee Program	$4,900
Subtotal	$1,662,683
Total	$2,468,300

Administrative Costs

Administrative costs refers to both general Agency administration and operational costs incurred by the GSA in administering the Program. These costs include general administrative services (office management, personnel / staff, and record keeping), accounting and auditing services, and legal services.

Operational Coordination costs stem from GSA efforts to coordinate with regional partners, work with the TAG, administer the proposed Fee Program, and engage stakeholders.

- Technical Advisory Group (TAG) relates to maintaining TAG membership in support of efforts to advise the GSA regarding the projects and workplans necessary for GSP implementation.
- Napa County Resource Conservation District Collaboration refers to funding for RCD support provided for GSA workplan implementation, including the Stream Watch program and the Interconnected Surface Water (ISW) / Groundwater Dependent Ecosystem (GDEs) Workplan.
- Fee Program annual administration refers to the cost of annual administration of the Fee Program. This cost includes, but is not limited to, consolidating annual changes in agricultural planted acreage, parcel changes, placing charges on annual tax bills and processing Fee Program waivers.
- Stakeholder engagement and outreach includes costs related to supporting both outreach to Subbasin groundwater users and stakeholder-driven initiatives. This work includes decentralized efforts to improve groundwater sustainability in the Subbasin through community-driven programs.

Professional Services

Professional Services refers to a suite of services provided by the GSA's technical consultant team. These services ensure the GSP is implemented successfully and according to State requirements and are essential to the success of the Groundwater Sustainability Program. Two sub-categories are used here to differentiate between Monitoring and Reporting costs and costs related to Management Actions intended to address specific elements of the GSP.

Monitoring and Reporting

Monitoring and reporting include funding for State-mandated data collection and analysis. These services involve data collection, analysis and reporting on various critical components of the GSA and GSP implementation.

- **Program Management and Administration** includes tasks associated with GSP implementation strategy along with regional and local coordination to ensure efforts are

integrated with the Drought Resilience Plan, Regional Climate Action and Adaptation Plan, and updates to the County groundwater ordinance.

- **Required GSP Annual Report** refers to the cost associated with acquisition, analysis and quality control of data related to subsidence and groundwater levels as well as data inputs to the water budget (e.g., extraction and surface water diversions), utilizing the hydrologic model to present current existing groundwater conditions, updating contour maps, change in groundwater storage maps and computing extraction estimates for all water use sectors. This includes analysis and preparation of the annual progress report related to GSP implementation.
- **GSP Periodic Evaluation** refers to the effort to prepare a SWR-required 5-year evaluation of the GSA's Groundwater Sustainability Plan. The first 5-year Periodic Evaluation will be due in January 2027 and will include providing the status of groundwater conditions and progress toward meeting interim milestones and measurable objectives. The evaluation requires the evaluation of the cumulative benefits of projects and management actions toward the overall sustainability goal and will involve stakeholder outreach and engagement.
- **Napa Valley GSP Monitoring & Data Management / Visualization** refers to the cost of monitoring, maintaining, and measuring 14 dedicated dual-completion monitoring wells across the Subbasin. This includes water quality sampling and analysis, downloading data, maintaining equipment, presenting and maintaining an online data visualization portal for the public and County alike. Data collected are used in presentations, memos, annual reports and other products.
- **Evaluation of Hydrologic Data / Sustainability Indicators** refers to the ongoing review and analysis of monitoring data and conditions related to SMC and triggers and assessment of mid-winter conditions and implications for management actions.
- **Technical Advisory Group Meeting Coordination and Support** refers to efforts associated with preparing analyses, memos and presentations. This includes meetings, technical staff time and preparation materials in support of Technical Advisory Group meetings and events.
- **Napa Valley Integrated Hydrologic Model Refinement** refers to efforts by technical staff to improve and refine inputs to the hydrologic model (e.g. geology, evapotranspiration rates, soil moisture estimates, water use by vines and well inventory) and includes coordination with growers, agricultural specialists and local, state and federal agencies.
- **GSA Coordination with SB SDA Watershed Modeling** refers to the coordination between the GSA and the Division of Water Rights in the State Water Resources Control Board on the effort to build the Napa River Watershed Model, and ensure this model utilizes the NVIHM to ensure model agreement and accuracy for their water supply and assessment model.

Management Actions

The Management Actions budget is comprised of programs and management actions intended to address specific elements of GSP implementation. These includes a number of programs and work plans that focus on various goals identified in the GSP.

- **Grant Proposal Support**. When available, grant funding is critical to support efforts to address demand management, water conservation, or related efforts that align with the GSA's Management Actions.
- The **Stream Gage Improvement Program** involves upgrading existing stream gages, reactivating historical gages, or installing new gages on natural waterways at 5 locations within the Subbasin. Access to reliable, real-time information about the conditions and amount of water flowing into local rivers and streams is critical to better manage water resources for public safety, water supply and the conservation of freshwater species. The design, permitting and installation costs of the gages are funded by a DWR CalSIP grant with the ongoing operation & maintenance costs to be funded by the NCGSA.
- **Data Management System Infrastructure Improvements** related to County development of a data management system for submittal and housing of voluntary and required groundwater pumping data.
- **Napa Valley Integrated Hydrologic Model Scenarios / Application** includes costs related to the incorporation of the effects of climate change into the NVIHM, as well as preparation to include 'as-requested' modeling scenarios which help to guide management decisions.
- **The Interconnected Surface Water (ISW) / Groundwater Dependent Ecosystem (GDEs) Workplan** involves support for GDE-related surveys at six specific sites throughout the Subbasin and analysis of data using the California Environmental Flows Framework (CEFF). This work will include vegetation, streamflow, water quality, and wildlife monitoring, analysis, and reporting.
- **Demand Management** includes implementation of both the Groundwater Pumping Reduction (GPR) and Water Conservation (WC) Workplans. These efforts include (but are not limited to) exploration of alternative water supplies for agriculture (such as expanding recycled water use), recharge feasibility analysis, extended replant, pilot certification partnership program, domestic demand management, incentivization of agricultural water conservation practices, and development of a consumptive water use benchmarking program. Also included are water conservation pilot sites and other remote sensing data, which support efforts to refine estimates of water use on vineyards and wineries, share and collaborate to identify best management practices, and build climate resiliency. Lastly, groundwater pumping reduction incentives are included, which provide funding for incentive payments which may be used to offset the cost of water conservation practices.

- **GSP-related Support for the Fee Program** involves technical support for the annual administration of the proposed Fee Program. This may include tracking changes in groundwater use, budgetary considerations, and other pertinent updates.

County Contribution

Since the inception of the GSA, the Napa County general fund has provided the largest financial contribution to the Groundwater Sustainability Program. As the GSA looks to implement its first Fee Program, the GSA Board (which is also the County Board of Supervisors), determined that a continued contribution from the general fund would be appropriate. The commitment of a continued County contribution will achieve several goals:

- It will be used to account for the economic and cultural significance of groundwater to the County as whole;
- It will reduce the revenue requirement passed on to groundwater users, which will lower rates;
- It will stabilize the budget on a short-term and long-term basis; and,
- It will allow the GSA to provide relief to self-supplied groundwater users who may be more adversely affected by the financial burden of the proposed Fee.

The County has committed to making an annual contribution in the amount of up to $500,000. Of this amount, at least $300,000 will be used to account to offset the revenue requirement applied to all groundwater users. The remaining $200,000 will be used to account for unforeseen or escalated costs and provide relief to self-supplied groundwater users. This contribution will effectively reduce the revenue requirement by $300,000, from $2,468,300 to $2,168,300.

Future Year Fees and Inflationary Adjustment

The projected budget included in this Study is intended to illustrate the maximum revenue need and corresponding rates associated with the Groundwater Sustainability Program. However, per Proposition 26 requirements, the Fee Program must generate no more revenue than is necessary to cover the "reasonable costs of the governmental activity." For this reason, the budget will be evaluated each year prior to setting rates and may be reduced in years where the proposed revenue need in this Study is not necessary. However, the budget applied to the Fee Program cannot exceed the costs included in this Study without implementation of a new Fee Program, aside from the use of an inflationary mechanism (as described below).

This Study proposed the inclusion of an inflationary mechanism by which the Board would have the option to adjust the budget (and correspondingly, the rates) according to the Consumer Price Index for Urban Consumers (CPI), as published by the United States Bureau of Labor Statistics (BLS). The intent of including such a mechanism is to allow for the Board to consider adjusting the budget according to annual inflation as it relates to Agency costs. Public agencies in California commonly use the CPI in order to adjust the budget and rate of a fee program each fiscal year.

This Study proposes the opportunity for the Board to adjust the budget and rate in future years by using the annual change in the San Francisco Bay Area Consumer Price Index-U, measured each December of the preceding calendar year, with an annual adjustment not to exceed 4%. The maximum authorized Fee rate each year shall be equal to the previous year's rate, increased by the San Francisco Bay Area CPI or 4%, whichever is less. Incorporation of this inflationary adjustment in this Study provides for this annual increase without the need to adopt an updated fee study or undergo additional procedural requirements.

While the use of an inflationary mechanism is a sound approach to address increases in costs, it should be noted that the budget itself and the benefits provided by the Agency justify the use of a regulatory fee. The use of a CPI increase in any given year must be justified by an increase in the projected GSA budget.

IV. Cost Apportionment

As noted above, the proposed Fee Program uses a hybrid fee methodology that incorporates different charges for three different groundwater user classes:

- Agricultural groundwater users.
  - Charged a 'base rate' per acre of crop planted.
  - Charged an additional rate per groundwater-irrigated acre.
- Self-supplied groundwater users (largely domestic or de minimis users).
  - Charged a parcel fee per groundwater-using parcel.
- Public water system groundwater users (water systems extracting groundwater).
  - Charged a rate per AF of groundwater extracted.

When incorporating several charge types within a hybrid fee methodology, costs must be apportioned appropriately. Using a different basis for each charge type requires allocating costs proportionally to each rate calculation in order to ensure the appropriate cost burden is placed on each user class.

This Study proposes addressing this in two ways: (1) categorizing costs as either "Common Costs" or "Applied Groundwater Use Costs" (as shown in Table 4) and (2) using a five-year average of pumping by each user class to allocate cost burden equitably (as shown in Table 8). These two elements of cost apportionment are intended to address the variable benefit provided to each user class. Both are discussed in detail below.

Cost Categorization

While some costs to be funded by the proposed Fee provide a benefit broadly to all groundwater users, other costs provide a heightened benefit only to certain users. In order to apportion costs proportionally to groundwater users, GSA staff and consultants analyzed all line items in the proposed budget according to their purpose and the benefit they provide. This framework addresses the variable benefit provided by different GSA costs to different user classes.

Cost Categories

This budget is split into two sections: Administrative Costs and Professional Services. Furthermore, all costs are designated as either "Common Costs," which refer to costs that provide benefit broadly to all groundwater users, or "Applied Groundwater Use Costs," that provide a benefit to agricultural and water system groundwater users. More detail on these categories and designations is provided below, along with the projected annual budget.

Common Costs

Common Costs are those that provide benefit broadly to all groundwater users, in that they involve general Subbasin management, compliance with SGMA, and efforts to track and measure sustainability in accordance with the GSP. For this reason, Common Costs are allocated to all groundwater users.

Agency administration costs are included in this category due to their nature as essential to the management of the Groundwater Sustainability Program. All groundwater users benefit from consistent Program management.

Costs related to the Technical Advisory Group are also included in this category, as the TAG advises the GSA on a number of efforts to achieve Subbasin sustainability.

All costs related to monitoring and reporting are also included in the Common Cost category. Efforts to monitor and analyze Subbasin conditions are specifically required by SGMA. Monitoring and reporting activities provide the data that informs GSA policy decisions and ensure sustainability goals can be met. These costs provide a benefit to all groundwater users.

Applied Groundwater Use Costs

Applied Groundwater Use Costs refers to costs that both focus on large-scale applied groundwater use and are necessitated by agricultural irrigation and water suppliers. These costs provide a heightened benefit to agricultural users and water system users, and because of this they are allocated only to these two user classes.

Aside from the cost of TAG coordination, all operational coordination costs are included in this category. As a whole, these costs are largely in place to support the implementation of management actions that address groundwater use in the agricultural industry. Examples include groundwater pumping reduction incentives (which will be used to incentivize agricultural pumping reduction) and GSP monitoring and Data Management (which holds a large focus on water use in the agricultural sector).

The Cost of management actions are also categorized as Applied Groundwater Use Costs. In part, the management actions proposed to be funded by the Fee Program are undertaken by the GSA to address specific aspects of groundwater use in the agricultural industry. Two items in particular – the Water Conservation and Groundwater Pumping Reduction Workplans and Water Conservation Pilot Sites efforts – are focused primarily, but not exclusively, on agricultural groundwater users. Other management actions, such as the ISW / GDE Workplan, are in place to account for the effects of groundwater use on groundwater dependent ecosystems. Due to the high volume of agricultural groundwater use relative to other users, these efforts are largely necessitated by agriculture.

Cost categorization is summarized in Table 4 below. As shown, Common Costs total $1,146,525 and Applied Groundwater Use Costs total $1,321,775.

Table 4 - Cost Categorization

Estimated Annual Expenses	Total Estimated Annual Cost	Common Costs	Applied Groundwater Costs
Administrative Costs			
Agency Administration			
General Administration Services	$446,017	$446,017	
Accounting/Auditing Services	$500	$500	
Legal Services	$20,000	$20,000	
Operational Coordination			
Technical Advisory Group Membership	$67,500	$67,500	
Napa County RCD Collaboration, Stream Watch and ISW/GDE	$177,000		$177,000
Fee Program Annual Administration	$25,000		$25,000
Stakeholder Engagement/Outreach	$69,600	$59,600	$10,000
Subtotal	$805,617	$593,617	$212,000
Professional Services			
Monitoring and Reporting			
Program Management and Administration	$80,300	$80,300	
Required GSP Annual Report	$94,758	$94,758	
GSP Periodic Evaluation	$69,832	$69,832	
Napa Valley GSP Monitoring & Data Management / Visualization	$85,526	$85,526	
Evaluation of Hydrologic Data / Sustainability Indicators	$19,878	$19,878	
Technical Advisory Group Meeting Coordination and Support	$74,200	$74,200	
Napa Valley Integrated Hydrologic Model Refinement	$102,192	$102,192	
GSA Coordination with SB SDA Watershed Modeling	$26,222	$26,222	
Management Actions			
Grant Proposal Support	$7,550		$7,550
Stream Gage Improvement Program and Ongoing O&M	$155,042		$155,042
Data Management System Infrastructure Improvements	$75,000		$75,000
Napa Valley Integrated Hydrologic Model Scenarios/Application	$75,680		$75,680
ISW / GDEs Workplan Implementation	$318,950		$318,950
Demand Management / GPR & WC Workplan Implementation	$472,653		$472,653
GSP-Related Support for Fee Program	$4,900		$4,900
Subtotal	$1,662,683	$552,908	$1,109,775
Total	$2,468,300	$1,146,525	$1,321,775

Table 5 below summarizes the total cost assigned to each category, along with the percentage of overall cost.

Table 5 - Cost Category Summary

Cost Category	Amount	Percentage of Cost
Total Cost	$2,468,300	100.0%
Common Costs	$1,146,525	46.4%
Applied GW Use Costs	$1,321,775	53.6%

County Contribution Apportionment

As discussed in Section III, one of the goals the County Contribution will achieve is a reduction of the revenue requirement passed on to groundwater users. This will lower the rates applied to each user class.

Reducing the Burden on Rate Payers

By contributing $300,000 each year to the Groundwater Sustainability Program, the County will reduce the revenue requirement applied to all groundwater users and thereby lower the Fee Program's rates. However, in order to provide a uniform reduction in rates across all users, this contribution must be applied to the revenue requirement in a manner that maintains the split between Common Costs and Applied Groundwater Use Costs so that the two cost categories remain proportional to the total revenue need. As illustrated in Table 6 below, the Common Cost total is reduced to $1,007,175 and the Applied Groundwater Use Cost total is reduced to $1,161,125.

Table 6 - County Contribution and Cost Category Split

Cost Category	Amount	Percentage of Cost
Total Cost	$2,468,300	100.0%
County Contribution	$300,000	12.2%
Revenue Requirement[1]	$2,168,300	87.8%
Common Cost Revenue Need[2]	$1,007,175	46.4%
Applied GW Use Cost Revenue Need[3]	$1,161,125	53.6%

(1) The revenue requirement represents the total budget minus a portion of the County contribution ($300,000).

(2) The Common Cost Revenue Need is calculated by multiplying the revenue requirement by 46.4% (the same percentage of the total cost that was assigned to the Common Cost category in Table 5).

(3) The Applied Groundwater Use Cost Revenue Need is calculated by multiplying the revenue requirement by 53.6% (the same percentage of the total cost that was assigned to the Applied Groundwater Use Cost category in Table 5).

Financial Relief and Budget Stabilization

As noted above, the remaining $200,000 of the County contribution will be used for two primary purposes. First, a portion of this funding will be used to provide financial relief to self-supplied users who may be more adversely affected by the proposed Fee. Second, this funding will be used to stabilize the budget in the event of unforeseen costs or cost increases. In years where this amount is not used, it may be withheld or placed into a dedicated fund to ensure the GSA's ability to implement the GSP over time. Any funding placed in a dedicated fund may be used in future years to support GSA administrative activities or projects.

Financial Relief

This study proposes providing financial relief to self-supplied users in two ways: (1) $100,000 will be allocated to offset the total cost allocated to these users, and (2) the remaining $100,000 will be used, in part, to provide an opportunity to request that the fee be waived.

The $100,000 will offset the total self-supplied user cost allocation of $179,733 – bringing this total down to $79,733. This contribution is intended to acknowledge that self-supplied users – largely domestic groundwater users – rely on groundwater supply as an essential part of daily life.

The remaining $100,000 will be used initially to provide an opportunity to request that the self-supplied user Fee be waived. In order to determine eligibility for this relief, this Study proposes using enrollment in PG&E's California Alternate Rates for Energy (CARE) Program[2]. This program offers discounted energy rates for households that qualify based on status as low-income or separate enrollment in other public assistance programs such as CalFresh. By using enrollment in CARE, the GSA can determine eligibility based on actual need without requiring self-supplied users to submit annual income information. Self-supplied users who are enrolled in CARE may submit proof of enrollment to the GSA and request their Fee be waived. Because this funding is derived from the County's general fund, other Fee payers will not be subsidizing fee waivers.

Note that the offset cost allocated to self-supplied users – approximately $80,000 – is less than the $100,000 portion of the County contribution. The Subbasin does contain several areas that are determined to be Disadvantaged Communities (DACs) – however, most of these areas are within public water system service areas and would not be directly subject to the Fee. For this reason, it is anticipated that the number of requests for fee waivers from Self-Supplied users will be minimal.

[2] https://www.pge.com/en/account/billing-and-assistance/financial-assistance/california-alternate-rates-for-energy-program.html#accordion-featured-67a0691982-item-5a7e280994

It is anticipated that most of this portion of the County contribution will be placed into a reserve fund for future use. This is described in detail below.

Budget Stabilization

The number of Fee waiver requests the GSA will receive in the coming years is difficult to predict. However, it is worth considering the potential scope of a reserve fund in the event that Fee waiver requests are in fact minimal.

There are approximately 1,300 Self-Supplied parcels in the Subbasin. Using a conservative estimate of 50 Fee waivers per year, Table 7 below illustrates how the reserve fund might grow through five years of the Fee program.

Table 7 - Estimated Five-Year Reserve Fund Revenue

	2026-27	2027-28	2028-29	2029-30	2030-31
Fee Waivers	50	50	50	50	50
Waived Revenue	$3,129	$3,129	$3,129	$3,129	$3,129
Remaining Contribution	$96,871	$96,871	$96,871	$96,871	$96,871
Cumulative Reserve Fund	$96,871	$193,742	$290,612	$387,483	$484,354

As shown above, 50 Fee waivers per year would allow for approximately $97,000 to be placed into a reserve fund annually. Cumulatively over the course of five years, this fund would then grow to nearly $500,000.

Placement of funding into this reserve would of course be done at the discretion of the Board. Any funding placed in this reserve could be used for a number of purposes. It could be used to address unforeseen or escalated costs, contribute to new projects, or to provide incentive payments to groundwater users for improving water use practices.

Cost Allocation

Defining the two cost categories supports the appropriate allocation of costs to each groundwater user class. Per the cost framework described above, Common Costs will be allocated to all groundwater users while Applied Groundwater Use Costs will be allocated to agricultural users and water system users. However, these costs must still be allocated equitably to the type of charge assigned to each user class.

This Study proposes using a five-year average of groundwater pumping across these classes as a metric to distribute a percentage of GSA costs to those user classes. Within each charge type, these cost amounts can then inform (1) a rate per parcel for self-supplied users, (2) a rate per AF for water systems, and (3) a rate per planted acre and irrigated acre for agricultural users. By using the average groundwater pumping attributed to each user class as a metric to apportion a percentage of Agency costs to those user classes, these cost amounts can proportionally inform different charges – despite having a unique basis for each charge.

Table 8 below illustrates the groundwater pumping across the three user classes included in the proposed Fee Program. Pumping amounts are derived from the GSA's annual reports.[3] The average percentage of pumping shown at the bottom is used to inform cost distribution to each user class, as discussed in more detail below.

Table 8 - Five-Year Average Pumping Across User Classes

Water Year	Pumping or Percentage of Pumping	Agricultural	Self Supplied	PWS	Total
2020	Pumping (AF)	14,620	3,560	1,390	19,570
	Percentage of Pumping	74.7%	18.2%	7.1%	100%
2021	Pumping (AF)	17,340	4,070	1,580	22,990
	Percentage of Pumping	75.4%	17.7%	6.9%	100.0%
2022	Pumping (AF)	14,200	3,400	1,520	19,120
	Percentage of Pumping	74.3%	17.8%	7.9%	100.0%
2023	Pumping (AF)	11,170	2,730	1,400	15,300
	Percentage of Pumping	73.0%	17.8%	9.2%	100.0%
2024	Pumping (AF)	11,790	2,870	1,550	16,210
	Percentage of Pumping	72.7%	17.7%	9.6%	100.0%
Average	**Pumping (AF)**	**13,824**	**3,326**	**1,488**	**18,638**
	Percentage of Pumping	**74.2%**	**17.8%**	**8.0%**	**100.0%**

In Table 9 below, the five-year average pumping amount of each user class is applied to costs. Percentage of total pumping volume is used to allocate the percentage of Common Costs. Applied Groundwater Use Costs are only allocated to Agricultural and PWS users – for this reason, the percentage of agricultural and PWS pumping (shown below as "non-de minimis" pumping) is used to allocate the percentage of Applied Groundwater Use Costs. These cost totals are used to inform rates for each user class, as illustrated in Section V, below. As noted above, the total budget allocated to self-supplied users is offset by $100,000 from the County Contribution. This reduces this total from $179,733 to $79,733 in practice.

[3] https://www.countyofnapa.org/3219/County-of-Napa-Plans-Reports-Documents

Table 9 - Cost Allocation by User Class

User Class	5-Year Average Pumping [1]	% of Total Pumping [2]	Common Cost Allocation [3]	% of Non-De Minimis Pumping [4]	Applied GW Cost Allocation [5]	Total Revenue Requirement [6]
	18,638	100%	$1,007,175	100%	$1,161,125	$2,168,300
Agricultural	13,824	74.2%	$747,032	90.3%	$1,048,288	$1,795,321
Self-Supplied	3,326	17.8%	$179,733	0.0%	$0	$179,733
PWS	1,488	8.0%	$80,410	9.7%	$112,837	$193,246

(1) Five-year average pumping is derived from the GSA's Annual Reports.
(2) Percentage of total pumping is calculated by dividing each user class's average pumping by the total average pumping.
(3) The Common Cost allocation by user class is calculated by multiplying each user class's percentage of average pumping by the total Common Cost.
(4) Percentage of non-de minimis pumping is calculated by dividing each user class's pumping by the sum of agricultural and PWS pumping (self-supplied users are excluded from Applied Groundwater Use Costs).
(5) The Applied Groundwater Use Cost allocation by user class is calculated by multiplying each user class's percentage of non-de minimis pumping by the total Applied Groundwater Use Cost.
(6) Total revenue requirement is calculated by adding the Common Cost Allocation and the Applied Groundwater Use Cost Allocation for each use class. Note that the self-supplied user class budget allocation will be offset by $100,000 from the County Contribution, reducing it to $79,733.

V. Fee Structure and Methodology

The proposed Fee Program methodology is the basis for apportioning NCGSA costs to groundwater users who benefit from the Groundwater Sustainability Program. The methodology and associated proportionality of a funding mechanism are key aspects of its character and hold implications for its implementation, annual administration, corresponding outreach, and other aspects of how a funding program operates.

Essentially, a rate is determined by a simple equation. However, determining the inputs to this equation are more involved under a hybrid methodology. The cost apportionment described in Section IV is applied to a rate equation for each user class based on their selected methodology. The revenue requirement is divided by the methodological unit (e.g., planted acres) which produces a rate. A general rate determination equation is shown below for reference:

Figure 2 - Rate Determination Equation

$$\frac{\text{Revenue Requirement (\$)}}{\text{Methodology Unit}} = \text{Rate}$$

Depending upon the user class in question, a charge per planted acre, per groundwater-irrigated acre, per AF, or per parcel can be produced by this equation.

Proposed Fee Methodology

This Study finds that a multi-faceted approach to fee structure is appropriate for the Napa Valley Subbasin. Several factors contributed to this determination. First, parcel-scale groundwater use amounts for agricultural users and self-supplied users are unknown. Charging these users based on their actual use would require estimation of groundwater use. This approach was explored at length – but ultimately deemed ineffective for the Subbasin.

For this reason, the SCI Team worked with County staff and consultants to develop a fee structure that utilizes three types of charges – one for each user class:

- Agricultural groundwater users are charged a base rate per cropped acre and an additional rate per groundwater-irrigated acre.
- Self-supplied users are charged a rate per parcel.
- Public water system users are charged a rate per AF of extraction.

More detail on these charges and how they are calculated is provided below.

Subbasin Boundary Parcels

Napa County GSA only has the authority to impose the Fees proposed by this Study on groundwater users within the Napa Valley Subbasin. While a majority of parcels are clearly within or outside of the Subbasin, a number of parcels straddle the boundary. To address parcels that straddle the Subbasin boundary, this Study establishes a baseline criterion under which parcels with at least 50% of their land area within the Subbasin would be subject to the Fee. However, the true determination of whether a user extracts groundwater from within the Subbasin stems from whether their well(s) are within the boundary. For this reason, two important provisions must be considered.

First, Napa County maintains a spatial well database that accounts for groundwater well locations within the Subbasin. However, this database is incomplete and sometimes does not reflect the true location of wells. In instances where a well location is deemed dependable, parcels are either subject or not subject to the Fee based on this data as opposed to the 50% threshold.

Second, property owners who believe they have been included in the Fee Program in error may reach out to the GSA and provide proof that the location of their well lies outside of the Subbasin boundary. In these instances, the GSA may correct their inclusion when appropriate.

Groundwater User Classes

As noted above, groundwater users in the Subbasin are grouped into three user classes to optimally structure groundwater Fees. Different approaches are used to charge each user type.

Agricultural Groundwater Users

Agricultural groundwater users represent a substantial portion of the total groundwater extraction in the Subbasin. Data from the Napa County Assessor's Office has been used to assign crop-specific acreage to each parcel. An assumption of 10% of total planted acreage is applied to the rate equation to account for dry-farmed acres or acres supplied with other water sources. For the purposes of this Fee Program, planted acreage with greater than 50% of its irrigation coming from alternative water sources will be defined as acreage using alternative water supply. Prior to placing charges on tax bills in 2026, the GSA will provide opportunity for agricultural irrigators to submit claims of dry farming or alternative water use. Annual updates will be required to ensure this dataset is current and reflects the most recent crop acreage.

Self-Supplied Groundwater Users (Largely Residential Groundwater Users)

Self-Supplied use includes all parcels that utilize groundwater for residential or commercial purposes. While there is limited data available to support parcel-scale understanding of groundwater use in these instances, these parcels are charged a rate per parcel, which acknowledges that they are provided a service by, and benefit from, the costs of sustainably managing the Subbasin. These users are identified by using Napa County use codes; all parcels that are assigned a use code that implies water use (e.g., residential) and lie outside of public water system boundaries are assumed to rely on well water.

Public Water System Users

Public water supply systems are the only user class in the Subbasin for which reported data is available regarding groundwater extraction. The Division of Drinking Water (DDW) collects and reports annual surface and groundwater extraction for public water systems, which is made available through the California State Water Resources Control Board (SWRCB). This data, along with data from Napa County, was used to inform water system groundwater use included in the GSA's Annual Reports. For the purposes of this Study, Annual Report data is used. Prior to charging water systems for fiscal year 2026-27, the GSA will calculate groundwater extraction on a system-by-system basis.

Agricultural User Fee Calculation

Agricultural users are charged according to their cropped acreage. While parcel-scale groundwater extraction is unknown, parcel scale planted crop acreage is available. GSAs often utilize DWR crop maps to determine parcel-scale crop acreage; however, in Napa County, the Assessor's office maintains a database of crop acreage that is updated annually. This data provides an accurate accounting for the amount of planted crop acreage on each parcel in the Subbasin.

Agricultural User Methodology Development

Exploration of Extraction-Based Methodologies

Staff and consultants explored several methodologies that would have estimated agricultural groundwater use on a parcel scale. Incorporating input from GSA staff and consultants and an irrigation specialist at the University of California Cooperative Extension, the SCI Team analyzed crop data from various sources – including the Cal Poly Irrigation Training and Research Center (ITRC), OpenET, and the NVIHM. The analysis showed variability in parcel-scale estimates due in large part to a range in professional judgement and geographic-specific irrigation practices within given areas of the Subbasin.

As such, upon staff review of applied water estimates, several concerns were identified. First, issues related to consistency were noted. The use of different water use estimation methodologies for various purposes (modeling, Fee Study, etc.) holds implications related to policy, outreach, and data availability and consistency. First, technical staff expressed that the Napa Valley Subbasin has a high variability of water use and related characteristics. Depending upon various factors, the opportunity for vines to benefit from direct uptake and soil moisture varies greatly on a parcel-by-parcel basis. Ultimately, it was determined that more data would be needed to develop an accurate annual applied water estimation. Because of these concerns, staff began to explore alternative approaches to Fee Program development.

Using crop acreage as a means of accounting for the benefit provided to agricultural users was ultimately selected. While this approach does not take into account water use, it does apportion costs based on the amount of crops grown. In this sense, users that maintain more planted crops – and stand to benefit more from the GSA's Groundwater Sustainability Program – are charged more. Those that maintain less are charged less. This provides the general framework for apportioning costs based on cropped acreage.

Dry Farming and Use of Alternative Water Sources

One additional consideration is required when determining the rate charged for agricultural users. While the majority of planted acreage in the Subbasin is wine grapes irrigated with groundwater, there are instances of dry farming and use of alternative water supply (such as surface water or recycled water). Two primary elements of these practices are relevant: (1) they are beneficial to the Subbasin and support the GSA's goal of sustainable groundwater management, and (2) they imply that the users conducting these practices receive less benefit from the Groundwater Sustainability Program. However, under a methodology based on planted acreage, reducing the Fee for these users based on a reduction in water use is challenging.

This Study identifies a solution under which all planted acreage is charged a baseline rate per planted acre that is derived from the Common Costs allocated to agricultural users. This acknowledges that all users receive a degree of benefit from the Groundwater Sustainability Program. Users engaged in dry farming still have a need for groundwater in several instances: when initially planting or when replanting, for heat protection, and for frost protection.

Users who irrigate primarily with alternative water sources likely still need to use groundwater when alternative supplies are limited or when water demand increases. The benefit conferred on these users is accounted for with a baseline rate per planted acre. By avoiding the higher rate per groundwater-irrigated acre, their lesser benefit is accounted for. This Study proposes that if greater than 50% of a parcel's water use stems from alternative water sources, only the baseline rate per planted acre is imposed.

In turn, those consistently irrigating their cropped acreage with groundwater are charged the baseline rate per planted acre, as well as an additional rate per groundwater-irrigated acre. This additional rate is derived from the Applied Groundwater Use Costs allocated to agricultural users. This accounts for the higher degree of benefit conferred to these users.

Agricultural User Fee Calculation

As noted above, there are two separate rate equations that pertain to agricultural users. The first accounts for all Common Costs and is charged across all planted acreage derived from the Assessor's dataset. The total Common Cost amount allocated to these users is $747,032 (as shown in Table 9). The total number of planted acres overlying parcels within the Subbasin is 19,361. By dividing this cost by the total planted acreage, we arrive at a rate of $38.58 per planted acre, charged to all agricultural users in the Subbasin. Figure 3 below illustrates this equation.

Figure 3 - Agricultural User Base Rate

$$\frac{\$747,032}{19,361 \text{ Planted Acres}} = \$38.58 \text{ per planted acre}$$

The second rate equation accounts for all Applied Groundwater Use Costs allocated to agricultural users. This is charged only to those users who consistently irrigate with groundwater. As noted previously, this Study assumes that 10% of planted acreage is either dry-farmed or uses alternative water supply. The remaining 90%, or 17,425 planted acres, is used to calculate the rate. By dividing the Applied Groundwater Use Costs allocated to agricultural users ($1,048,288) by the total assumed groundwater-irrigated planted acres (17,425), we arrive at an additional rate of $60.16 per groundwater-irrigated acre. Figure 4 below illustrates this equation.

Figure 4 - Agricultural User Additional Rate

$$\frac{\$1,048,288}{17,425 \text{ GW-Irrigated Acres}} = \$60.16 \text{ per GW-irrigated acre}$$

The combined rate for groundwater irrigated acres simply sums these two rates, as illustrated in Figure 5 below.

Figure 5 - Total Rate per Groundwater-Irrigated Planted Acre

$38.58	per planted acre
+ $60.16	per GW-irrigated acre
$98.74	total per GW-irrigated acre

Self-Supplied User Fee Calculation

Self-Supplied users are charged according to their use of groundwater on a parcel basis. Self-supplied parcel-scale groundwater extraction is unknown, but access to, and use of, groundwater for domestic or similar purposes can be determined. All parcels within Napa County are assigned a use code related to their land use. This Study identifies all parcels with a use code that implies water use and excludes all parcels served by public water systems to determine self-supplied users. This serves as the approach to charging self-supplied users on a parcel basis.

Self-Supplied User Methodology Development

Exploration of Extraction-Based Methodologies

Similar to the approach to agricultural users, staff and consultants explored extraction-based methodologies for self-supplied users. However, the variability for most domestic and small commercial users is limited. In most cases, this type of user represents a small amount of water use – de minimis users are defined by SGMA as those that use less than 2 AF per year for domestic purposes. Differences in household size likely represent a minimal variability across this user class.

One element of self-supplied groundwater use that has the potential to introduce more notable variability is landscape irrigation. Irrigation of lawns and other similar landscaping can vary on a parcel-by-parcel basis. In order to address this, staff and consultants attempted to account for irrigated turf areas by using Landsat technology. This process utilizes satellite imagery to identify areas of turf. However, several challenges precluded the use of this approach. First, tree canopies and building shadows prevent many turf areas that are non-homogenous from being identified and digitized. Second, in order for turf to be measured accurately, an area threshold must be used to prevent anomalies from producing errors in the data. Staff utilized a threshold of 0.25 acres to address this. However, in some cases, smaller turf areas on a single parcel are separated by homes or other features, in which case they are not accounted for. Similarly, when a large turf area is split between multiple parcels, it may not be properly accounted for. The challenges discovered in this process shed light on the inability to consistently address potential variability from landscape irrigation.

For this reason, the SCI Team shifted toward a methodology that accounts for self-supplied user's use of and access to groundwater. Because these users extract a minimal amount of groundwater on a parcel-by-parcel basis, the benefit provided to them by the Groundwater Sustainability Program is largely based on continued access to groundwater resources, as opposed to a variable benefit based on amount of extraction.

Self-Supplied User Fee Calculation

The rate charged to self-supplied users is based on the total Common Costs allocated to this user class and the total number of parcels where self-supplied use was identified. As discussed above, all parcels with a County use code that indicates water use were flagged for analysis. The vast majority of these parcels pertain to various residential use codes. A modest number of small commercial parcels are included as well. The SCI Team then analyzed these parcels to determine whether they lie within a water system boundary, which implies they are served by a water system. All parcels that are assigned to a use code that indicates water use but lie outside of PWS boundaries were identified as self-supplied users.

The total Common Costs allocated to self-supplied users is $179,733. This amount is offset by the County Contribution, reducing it to $79,733. No Applied Groundwater Use Costs are assigned to this user class. In accordance with the methodology described above, the total number of self-supplied users is 1,274. By dividing the cost allocation by the parcel count, we arrive at a rate of $62.58 per parcel, as illustrated in Figure 6.

Figure 6 – Self-Supplied User Rate

$$\frac{\$79{,}733}{1{,}274 \text{ Parcels}} = \$62.58 \text{ per parcel}$$

Public Water System User Fee Calculation

Public water system users are charged according to their extraction. This is the only user class for which extraction information is available. This Study utilizes data compiled by the GSA's Annual Reports, which include aggregate extraction amounts for small PWS, and amounts for the only municipal system that extracts groundwater (the City of St. Helena). Prior to charging water systems in fiscal year 2026-27, the GSA will determine system-specific extraction.

Public Water System User Methodology Development

The methodology for public water systems remained relatively consistent for the duration of methodology development. Because extraction data for this user class is available, a charge per AF of extraction was identified as the optimal approach for these users.

Public Water System User Fee Calculation

The rate charged to public water system users is based on the total Common Costs and Applied Groundwater Use Costs allocated to this user class and the groundwater extraction applied by these systems.

The total cost allocated to water system users sums the Common Costs ($80,410) and the Applied Groundwater use Costs ($112,837) to arrive at a total of $193,246. By dividing the cost allocation by the extraction amount, we arrive at a rate of $129.87 per AF, as illustrated in Figure 7.

Figure 7 – Public Water System Rate

$$\frac{\$193{,}246}{1{,}488 \text{ Acre Feet}} = \$129.87 \text{ per acre foot}$$

Revenue Summary

A summary of all proposed Fee rates across the three groundwater user classes is provided below in Table 10.

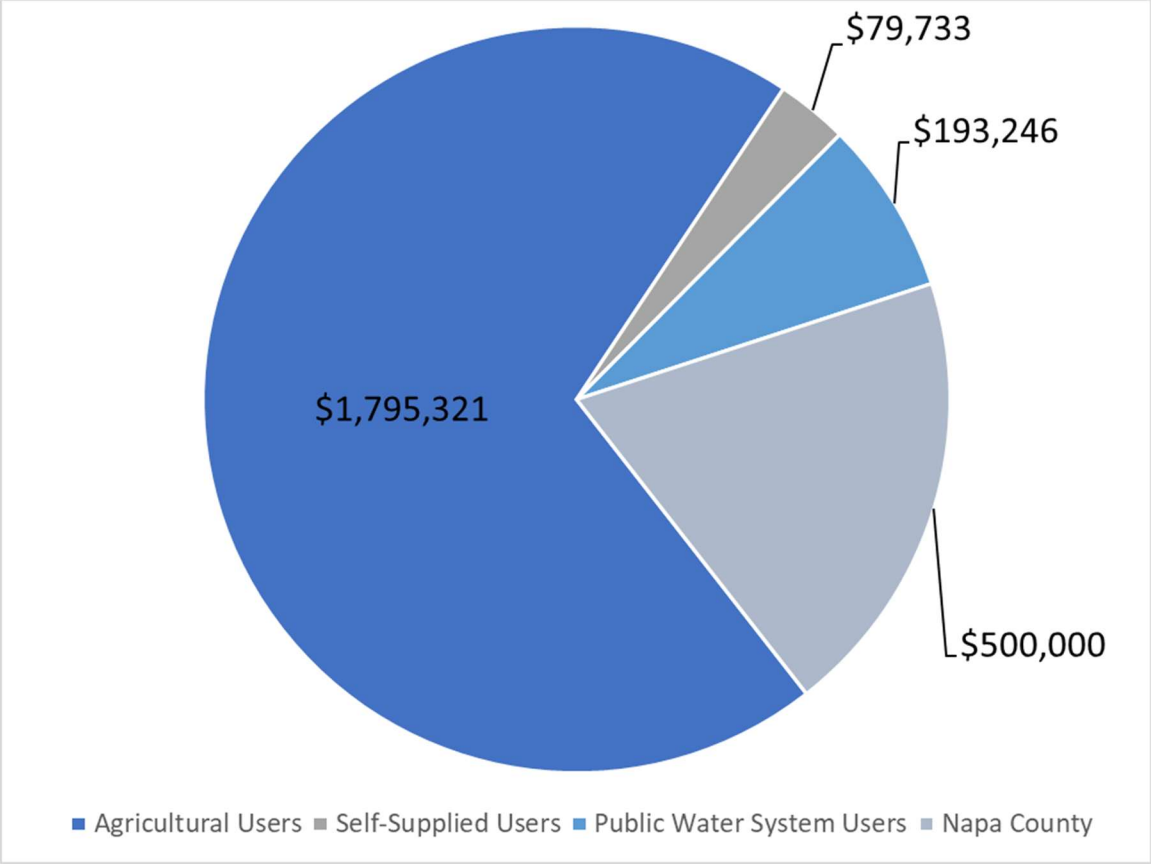
Table 10 - Rate Summary Table

User Class / Charge Type	Cost Allocation	Rate	Basis
Agricultural User Base Rate	$747,032	$38.58	per planted acre
Agricultural User Additional Rate	$1,048,288	$60.16	per GW-irrigated acre
Agricultural User Combined Rate	NA	$98.74	per planted acre (total)
Self-Supplied User Rate	$79,733	$62.58	per parcel
Public Water System User Rate	$193,246	$129.87	per AF

Fee Program Budget Allocation

A summary of budget allocation by user class is provided below in Figure 8 in order to allow for consideration of them as a whole.

Figure 8 - Summary of Budget Allocation



VI. Fee Implementation

This Fee Study presents findings to meet the procedural requirements of Proposition 26, which require analysis and support that the levy, charge, or other exaction is not a tax, that the amount is not more than necessary to cover the reasonable cost of the governmental activity, that the way those costs are allocated to a payor bears a fair or reasonable relationship to the payor's burden on or benefits received from the governmental activity, and that the governmental activity funded by the fee is not provided to those not charged.

While this Study provides the methodological and legal basis for Fee calculation, the implementation of a new Fee program for the Napa Valley Subbasin will involve several required procedural steps, as detailed below.

Fee Adoption

Neither a public noticing nor a balloting is required in order to adopt a Regulatory Fee; however, Water Code § 10730 provides additional requirements related to fee implementation.

Water Code § 10730 Fee (Regulatory Fee) Implementation Process

Water Code § 10730 requires a 20-day posted notice and corresponding public meeting. The posted notice must include notice of access to the data that serves as the basis of the proposed fee. In this case, this Fee Study provides this data.

Additionally, in order to charge self-supplied users (most of which are de minimis users) the GSA will need to establish that de minimis extractors are regulated pursuant to the Napa Valley Subbasin GSP. While this is established by the GSA's authority to implement the GSP, additional steps may be taken to ensure regulation of these users is clear. These steps may include registration of extraction facilities, additional outreach, and similar efforts.

Water Code § 10730 Fee Implementation Procedures

- Provide notice of public meeting along with Fee Study (20 days prior to meeting).
- Hold public meeting; provide overview of the Fee Study and data supporting the fee structure and amount.
- Ensure regulation of de minimis users.
- Fees may be imposed by ordinance or resolution.

Additional Outreach

Since the GSA began exploring alternative revenue options in 2023, iterations of the proposed Fee program have been discussed in numerous public meetings and outreach efforts. In addition to past meetings and the meetings required to adopt the Fee (as described above), it is recommended that the GSA engage in additional outreach in 2026 to ensure that groundwater users are aware of the Fee program.

This outreach may include targeted information campaigns to ensure that self-supplied users are aware of the option to apply for a fee waiver and that agricultural users are aware of the option to provide claims of dry-farming or use of alternative water sources.

Fee Collection

Another stipulation of Water Code § 10730 authorizes a GSA to collect fees pursuant to this section of the Water Code on the property tax bills furnished by the County in which its jurisdiction lies. It is recommended that The GSA utilize the tax bill method of collection to the extent possible. Charges assigned to public water systems, however, are not tied to parcels and will likely be billed directly to these entities in most cases.

Annual Fee Administration

It is anticipated that the GSA will engage in annual Fee administration to ensure that data is updated according to changes in planted acreage, water use, and parcel land use. Analysis of updated data and determination of deadlines to request Fee waivers and to provide claims of dry farming or use of alternative water sources will be necessary in order to provide direct charge rolls to the Napa County Auditor's office each year in early August.

As noted previously, the Groundwater Sustainability Program's budget will be evaluated each year prior to setting rates. The budget applied to the Fee Program may be reduced in years where the proposed revenue need in this Study is not necessary but cannot exceed the costs included in this Study except for increases tied to the San Francisco Bay Area CPI, with an annual cap of 4%.

Table 1 below summarizes the rates outlined in the Rate and Fee Study. This approach incorporates cost categorization between Common Costs and Applied Groundwater Use Costs and utilizes an additional $100,000 to reduce the revenue allocated to self-supplied users.

Table 1 - Fee Study Rate Summary Table

User Class / Charge Type	Cost Allocation	Rate	Basis
Agricultural User Base Rate	$747,032	$38.58	per planted acre
Agricultural User Additional Rate	$1,048,288	$60.16	per GW-irrigated acre
Agricultural User Combined Rate	NA	$98.74	per planted acre (total)
Self-Supplied User Rate	$79,733	$62.58	per parcel
Public Water System User Rate	$193,246	$129.87	per AF

Table 2 illustrates rates based on a cost categorization consistent with the existing Fee Study, but with the $100,000 contribution specifically provided to self-supplied users being applied broadly to all users instead.

Table 2 – Rate Summary Table Alternative

User Class / Charge Type	Cost Allocation	Rate	Basis
Agricultural User Base Rate	$712,580	$36.80	per planted acre
Agricultural User Additional Rate	$999,942	$57.39	per GW-irrigated acre
Agricultural User Combined Rate	$1,712,522	$94.19	per planted acre (total)
Self-Supplied User Rate	$179,733	$141.08	per parcel
Public Water System User Rate	$184,334	$123.88	per AF

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Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1568

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning, Building and Environmental Services

REPORT BY: David Giudice, Chief Building Official

SUBJECT: 2025 California Building Code of Regulations, Title 24 Adoption

RECOMMENDATION

Introduction and consideration to adopt an Ordinance accepting the 2025 California Building Standards Code as approved by the California Building Standards Commission, including the amendment of various chapters of Title 15 of the Napa County Code; and the adoption of a Resolution of Findings supporting the local amendments. (No Fiscal Impact)

BACKGROUND

The State of California (California Building Standards Commission (CBSC)) officially adopted the 2025 California Building Standards Codes, Title 24, California Code of Regulations, in July of this year. The new codes will become mandatory on January 1, 2026. The Title 24 codes are updated and adopted every three years. This allows for the codes to improve and adjust to the newest materials, methods of construction, and technological advances in the industry, and provide improved response to natural disasters. The list below identifies the Title 24 Codes and the model codes upon which they are based, as applicable.

1) 2025 California Building Code (Title 24, Part 2), based on 2024 International Building Code (ICC).
2) 2025 California Residential Code (Title 24, Part 2.5), based on the 2024 International Residential Code (ICC).
3) 2025 California Electrical Code (Title 24, Part 3), based on the 2023 National Electrical Code (NFPA).
4) 2025 California Mechanical Code (Title 24, Part 4), based on the 2024 Uniform Mechanical Code (IAPMO).
5) 2025 California Plumbing Code (Title 24, Part 5), based on the 2021 Uniform Plumbing Code (IAPMO).
6) 2025 California Administrative Code (Title 24, Part 1).
7) 2025 California Energy Code (Title 24, Part 6).
8) 2025 California Wildland-Urban Interface Code (Title 24, Part 7) based on 2024 International Wildland-Urban Interface Code (ICC).
9) 2025California Historical Building Code (Title 24, Part 8).
10) 2025 California Existing Building Code (Title 24, Part 10).

11). 2025 California Green Building Standards Code (Title 24, Part 11).
12) 2025 California Referenced Standards Code (Title 24, Part 12).
13) 2025 California Fire Code (Title 24, Part 9).

Compliance with the State Building Codes is mandatory pursuant to California Health and Safety Code Sections 17960 and 17961. The purpose of building codes is to establish minimum standards to safeguard the public health, safety, and general welfare, to ensure that buildings are constructed to minimum standards for the intended use, and to protect life, health, and property. With the adoption of the proposed ordinance and local amendments (Napa County Code Chapter 15, "Buildings and Construction"), Napa County will comply with State law as well as accommodate local conditions and procedures.

Building Code Adoption Process
The process for adopting the building code differs from the typical ordinance adoption procedure. Under California Government Code Section 6066, a two-step noticing and hearing process is required.

Step 1 - Introduction and Notice of Public Hearing
The first step involves introducing the ordinance and setting a date for the public hearing. Unlike a standard ordinance, this step requires formal notice, but not a public hearing at this stage. This was accomplished at the November 18, 2025, regular meeting.

Step 2 - Public Hearing and Adoption
The second step is the public hearing and adoption of the ordinance. This differs from the usual process, where adoption may occur on the consent calendar. For building code adoption, a public hearing is required and notice of the hearing must be published in a newspaper of general circulation once a week for two successive weeks. The first publication must occur at least 14 days prior to the hearing.

Once adopted, the ordinance and resolution of findings will be submitted to the California Building Standards Commission for review and acceptance. The new building code requirements will apply to all building permit applications submitted on or after January 1, 2026, with the local amendments effective upon acceptance by the Commission.

Summary of Changes to State Code
The Building and Engineering divisions together with the Napa County Fire Marshal, reviewed the new codes over the last few months and evaluated potential impacts on building industry practices in Napa County. Commercial, industrial, non-residential, and residential construction requirements in the 2025 California Code of Regulations, Title 24 will not result in significant changes in the way buildings are constructed.
The following is a summary of notable changes in the State Codes:

Wildland Urban-Interface Code:
Chapter 7a of the California Residential Code was removed and a new stand-alone Title 24-Part 7 was created called the Wildland Urban-Interface Code. The new code replicates many of the codes contained in 7a.

Fire Alarm and Signaling Communication Systems:
Mandatory two-way communication systems are required for horizontal exits and stairways, with new standards aligning with NFPA 72.

Hazardous Materials:
Facilities manufacturing or storing lithium-ion batteries will have stricter occupancy classifications, requiring automatic sprinkler systems where they weren't previously mandated.

Egress Systems:
More robust requirements are introduced for smokeproof enclosures and expanded mandates for emergency power and illumination systems.

Exterior Wall Protection:

A new rule addresses the protection of exterior walls for stairways, building upon existing 180-degree rules.

Summary of Local Amendments

Local agencies are permitted to adopt amendments to the State Code if they can make certain findings, provided the local amendments are no less restrictive than State Code. The Planning, Building and Environmental Services Department and the County Fire Marshal's office are proposing a few minor amendments. The majority of amendments to the Napa County Code are corrections and updates to various code sections and deletions of the local code sections that are now less restrictive than the state codes.

Permit Expiration:

Improved clarity and flexibility for the administration of expired permits. New language was introduced to manage older permits that have expired without final inspections. Provides for reasonable discretion in setting the amount of fees to be charged to complete a permit rather than charging full fees and the creation of a new permit.

Permit Exemption:

Clarification language regarding work exempt from a permit. Kitchen and bathroom remodels often trigger electrical and plumbing upgrades. Language has been added to allow for like for like replacement of kitchen and bathroom cabinets does not require a permit, however if you modify or reconfigure cabinetry you will be required to obtain a permit and upgrade electrical and plumbing.

Removal of Fire Hardening Ordinances:

Removed local amendments to prior wild-land urban interface code Chapter 7a from the Residential and Building Code. This will be replaced with a new part 7 - Wildland Urban-Interface Code.

Local Fire Code Amendments

The following proposed changes to California Fire Code Part 9 are summarized as follows:

Inspection Documentation:

Authorizes the Fire Code Official to use photographic and video documentation during inspections and investigations. This improves record accuracy, promotes consistent enforcement, and strengthens the evidentiary basis for fire prevention and compliance actions.

Permit Procedures:

Establishes clear expiration timelines for permits and clarifies that permits are non-transferable and may be revoked or modified if project conditions change. These revisions improve transparency, accountability, and administrative efficiency.

Permanent and Built-In Fire Pits:

Creates standards for non-portable outdoor fire features, including setbacks of 15 feet for gas or propane units and 25 feet for wood-burning features. Requires installation per manufacturer specifications, prohibits use during Red Flag or high fire danger periods, and authorizes the Fire Code Official to order removal of unsafe installations.

Hydrant Requirements:

Updates requirements to reference the Napa County Fire Development Guidelines, ensuring adequate water supply throughout the County.

Elevator Safety:

Prohibits shunt-trip devices and automatic sprinklers in elevator hoist ways and machine rooms. This change prevents unintentional elevator shutdowns during fires and enhances occupant safety by requiring fire-resistive construction instead of electrical disconnect systems.

Automatic Fire Sprinkler Requirements:

This amendment lowers the sprinkler requirement threshold to 1,000 square feet and expands triggers to include major additions and structural remodels, while clarifying exceptions for small accessory and agricultural buildings.

Group R-3:

This amendment clarifies that guest cottages are now included under the existing requirement for automatic fire sprinkler systems in all one- and two-family dwellings, mobile homes, and manufactured homes, ensuring consistent residential fire protection across all dwelling types.

Exterior Waterflow Alarm:

Requires an exterior audible and visual waterflow alarm for every sprinklered building, allowing for faster detection and response during fire incidents.

Fire Alarm Wiring Standards:

Requires fire alarm wiring to be installed in metallic conduit or approved raceways to improve reliability and survivability of alarm circuits.

Photovoltaic (Solar) System Safety:

Requires a 10-foot vegetation clearance and noncombustible base beneath ground-mounted solar arrays to prevent ignition and improve firefighter safety.

Electrical Energy Storage Systems (ESS):

Clarifies safety standards for residential battery storage systems, ensuring installations comply with applicable sections of the Fire Code for safe operation.

Garage Sprinkler Standards:

Requires intermediate-temperature sprinkler heads in unconditioned garages to maintain sprinkler reliability in higher ambient temperatures.

Rural Water Supply Requirements:

Establishes water storage standards for properties not served by a municipal water system, based on NFPA 1142. Allows a 25 percent reduction in storage for sprinklered buildings, except in High or Very High Fire Severity Zones where no reduction is permitted.

Overall, these updates modernize Napa County's Fire Code to reflect current fire science, state standards, and best practices. They improve life safety, streamline enforcement, reduce wildfire risk to homes, agricultural properties, and open space, and reinforce Napa County's commitment to safety, resilience, and responsible

development.

Public Outreach

Staff reached out to stakeholders in November, notifying construction professionals of the Code Changes. Notification of the changes in the Building Code and informational hand-outs have been provided in the Planning, Building, and Environmental Services (PBES) lobby for the past two months, and information has been posted on the department website.

Requested Action

Conduct a Public Hearing and Adopt the Proposed Ordinance and Resolution, as attached.

PROCEDURAL REQUIREMENTS:

1. Open public hearing.
2. Staff reports.
3. Public comment.
4. Close public hearing.
5. Motion, second, discussion and vote on the item.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Consequences if not approved:	California Building Code will go into effect without local amendments.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities; Champion Environmental Sustainability and Resilience

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Board finds that the adoption of this ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 8 (“Actions by Regulatory Agencies for Protection of the Environment”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15308]. Additionally, the proposed action is not a project as defined by 14 California Code of Regulations section 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

ORDINANCE NO. _____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING VARIOUS CHAPTERS OF TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE NAPA COUNTY CODE BY ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE (TITLE 24, CALIFORNIA CODE OF REGULATIONS) AS PROMULGATED AND APPROVED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION WITH LOCAL MODIFICATIONS

WHEREAS, in accordance with the requirements of the California Building Standards Law found in Division 13, Part 2.5 of the Health and Safety Code (commencing with Section 18901), the California Building Standards Commission has approved and adopted the 2025 California Building Standards Code; and

WHEREAS, Napa County desires to adopt or maintain some of the same amendments and additions made to the 2022 Building Standards Code to the 2025 Building Standards Code to provide for more restrictive building standards because of local climatic, geological, or topographical conditions found to exist in Napa County, and other non-substantive administrative changes, such amendments to the Building Standards Code being allowed under Health and Safety Code Section 18941.5.

The Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1: Section 15.04.010 (Findings) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.010 Findings.

A. Section 18941.5 of the California Health and Safety Code provides that the governing body of every county may make changes or modifications by local ordinance to the California Building Standards Code as approved and adopted by the California Building Standards Commission ("Commission"). The changes or modifications may only establish more restrictive building standards than exist in the Building Standards Code that are reasonably necessary because of local climatic, geological, or topographical conditions within the county. Absent such changes or modifications, the Building Standards Code as written become the

applicable regulations of the county one hundred eighty days after their publication by the Commission.

B. The Commission has approved and adopted the 2025 California Building Standards Code, and the county desires to make restrictive changes and modifications to said Code based on local climatic, geological, or topographical conditions existing in the county, in accordance with the requirements of Sections 17958.5 and 17958.7 of the Health and Safety Code. The county also desires to make non-substantive changes relating to administration of the 2025 California Buildings Standards Code to reflect the county's administrative organizational structure.

C. County departments and officials who are charged with implementing and overseeing the 2025 California Building Standards Code, as well as other officials of the county have presented information and evidence to the board of supervisors of the reasonable necessity due to local climatic, geological, and topographical conditions that certain changes or modifications be made in said Code at the time of its adoption.

D. The board of supervisors does hereby and in conjunction with a resolution adopted concurrently herewith expressly determines and finds that the modifications set forth in this ordinance are in fact needed because of the local climatic, geological, and topographical conditions set forth in said resolution.

SECTION 2: Section 15.04.020 (Definitions) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.020 Definitions.

Except where expressly provided otherwise, all references in the codes or portions thereof adopted by this chapter and Chapters 15.06, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, to "city" shall mean the Napa County; to "city council" or "mayor" shall mean the board of supervisors of the Napa County; to "state" shall mean the State of California; to "housing act" shall mean the Housing Act of the State of California; to "building official" or "administrative authority" shall mean the Napa County chief building official; to "health officer" shall mean the Napa County director of planning, building and environmental services or the director's designee; and to "fire marshal" shall mean the chief officer assigned to the Napa County Fire Marshal's Office.

SECTION 3: Section 15.04.030 (Building division) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.030 Building division.

There is established within the Napa County planning, building and environmental services department a building division. The board of supervisors shall budget and appropriate such county funds to the planning, building and environmental services department, building division, as it may deem necessary for the operation of such division.

SECTION 4: Section 15.04.040 (Chief building official and building inspectors) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.040 Chief building official and building inspectors.

A. There is established the office of chief building official, who shall be the head of the building division. The chief building official shall mean the director of the Napa County planning, building and environmental services department or the director's authorized designee.

B. The chief building official shall supervise and have charge of all work and inspections relating to and the enforcement of the codes adopted hereunder, except as herein provided.

C. The director of the Napa County planning, building and environmental services department or the director's designee shall supervise and have charge of all inspections relating to the installation of septic tanks and disposal fields.

D. The chief building official shall have such deputy building inspectors as the board of supervisors shall provide and such deputy building inspectors shall assist the chief building official in the performance of their duties, acting under the chief building official's instruction and supervision.

E. The chief building official, the deputies in the building division and representatives of the Napa County department of planning, building and environmental services shall have the right of entry, as defined in various codes adopted by the ordinance codified in this chapter and Chapters 15.06, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, in, and upon, all buildings and premises in the county for the purpose of making inspections, re-inspections, or otherwise performing their respective duties as may be necessary in the enforcement of this chapter and Chapters 15.06, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36.

F. It shall be the duty of the chief building official to have a permanent record kept of all pertinent transactions of their office and to render a report when requested to the board of supervisors of all permits issued and fees collected. All fees collected shall be turned over to the county treasurer for deposit into the general fund of Napa County.

SECTION 5: Section 15.04.050 (Scope) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.050 Scope.

The provisions of this chapter and Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, shall apply to all buildings and structures in the unincorporated territory of Napa County.

SECTION 6: Section 15.04.070 (Expiration of permits.) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.070 Expiration of permits.

A. Except as provided in subsection (C) below, every permit issued by the building official under the provisions of this code shall expire, without further action by the building official, if the building or work authorized by such permit is not commenced within one calendar year from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced, or if no inspection has been requested or performed for a period of one hundred eighty days. Before such work can be recommenced, the permit shall be reinstated with a fee, provided that such suspension or abandonment has not exceeded two years. Building permits that have been expired for over two years shall be considered null and void. A new permit must be obtained to complete any remaining work if a permit was deemed null and void.

B. Any permittee holding an unexpired permit may apply for an extension of time within which the permittee may commence work under that permit when the permittee is unable to commence work within the time required by this section. The building official may extend the time for action by the permittee for a period not exceeding one hundred eighty days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than three times. If the work authorized by a permit is not commenced after the permit was extended three times, the permit shall be considered null and void and the permittee shall be required to obtain a new permit. Permit fees shall be charged as determined by the building official and based on the amount of work remaining to be completed.

C. Permits issued to correct code violations or for work that has been commenced or completed prior to permit issuance shall have 60 days to obtain a final inspection and all required inspections. The building official may shorten or extend the 90-day period taking into consideration the severity of the code violation or other factors that the building official determines are reasonable.

SECTION 7: Section 15.04.080 (Violations.) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.080 Violations.

A. It is unlawful and a public nuisance for any persons, firm or corporation, whether as principal, agent, employee or otherwise, to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the unincorporated territory of Napa County, or cause the same to be done, contrary to or in violation of any of the provisions of this chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36. Maintenance of equipment which was unlawful at the time it was installed and which would be unlawful under this chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28,

15.29, 15.30, 15.32, 15.35, and 15.36, shall constituted a continuing violation of this chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36.

B. In addition to any procedures for abatement set forth in Title 24 of the California Code of Regulations as adopted by Chapters 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, violations thereof or of Chapter 15.06 or 15.08 may be civilly abated or criminally prosecuted and punished in the manner set forth in Chapter 1.20 of this code for public nuisances as defined therein.

SECTION 8: Section 15.04.090 (Liability) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.090 Liability.

This chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36 shall not impose upon Napa County any liability or responsibility for damage resulting from defective building, plumbing, mechanical or electrical work; nor shall Napa County, or any official or employee thereof, be held to assume any such liability or responsibility by reason of the inspection authorized hereunder.

SECTION 9: Section 15.04.100 (Board of appeals) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.100 Board of appeals.

A. In order to hear and decide appeals of orders, decisions or determination made by the building official relative to the application and interpretation of the regulations adopted by Chapters 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, there shall be and is hereby created a unified board of appeals consisting of five voting members who are qualified by experience and training to pass upon matters pertaining to building construction and at least one of whom shall be qualified by experience and training to pass upon matters pertaining to disability access. None of the voting members shall be an employee of the county. The building official shall be an ex officio member of and shall act as secretary to the board of appeals but shall have no vote on any matter before the board. The board of appeals shall be appointed by the board of supervisors and shall hold office at its pleasure. The board of appeals shall adopt rules of procedure for conducting its business, shall render its decisions and findings in writing to the appellant with a duplicate copy to the building official, and may recommend to the board of supervisors such new legislation as is consistent with those decisions.

B. The board of appeals shall have no authority relative to interpretation of the administrative provisions of the various codes adopted in this title, including all of Chapters 15.04 and 15.08, nor shall the board of appeals be empowered to waive the requirements of such codes.

C. The decision of the board of appeals is final, and may not be appealed in the manner provided by Chapter 2.88 of this code.

SECTION 10: Chapter 15.12 (Building Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.12

BUILDING CODE

Sections:

15.12.010 Document adopted by reference.
15.12.020 Modifications.
15.12.030 Section 105.5—Expiration of permits.
15.12.040 Sections 1.8.8, 113 and R112—Board of appeals.
15.12.050 Section 446.1—Scope.
15.12.060 Section 446.4—Limited application.
15.12.070 Section 446.5—Permits.
15.12.080 Section 446.7.3—Noncombustible construction.
15.12.090 Section 446.8.4—Noncombustible contents.
15.12.100 Section 446.8.5—Prohibited equipment.
15.12.110 Section 446.8.6—Hazardous materials storage.
15.12.120 Section 446.8.7—Special requirements for Type 3 winery cave.
15.12.130 Section 446.10—Fire alarm systems.
15.12.140 Reserved.
15.12.150 Section 446.16—Emergency communication.
15.12.160 Automatic fire systems: Section 903.2—Where required; Section R313.1—Townhouse automatic fire systems; Section R309—One- and two-family dwellings automatic sprinkler systems.
15.12.170 Reserved.
15.12.180 Section 907.1.6—False alarms.
15.12.190 Reserved.
15.12.200 Reserved.
15.12.210 Reserved.
15.12.220 Sections 1505.1 and R902.1—Roof coverings in all unincorporated areas.
15.12.230 Wood burning devices.
15.12.240 Reserved.
15.12.250 Reserved.
15.12.260 Reserved.
15.12.270 Reserved.
15.12.280 Reserved.
15.12.290 Reserved.
15.12.300 Reserved.

15.12.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction, the following two codes are adopted and made part of this Chapter by reference, subject to the modifications made herein:

A. The 2025 Edition of the California Building Code, Volumes I and II, including Appendices C, I, J, and P, hereinafter referred to as "building code," which is based on the 2024 International Building Code adopted with modifications by the State of California as Title 24, Part 2 of the California Code of Regulations.

B. The 2025 Edition of the California Residential Code including Appendices BF, BB, BJ, BM, and CI, hereinafter referred to as "residential code," which is based on the 2024 International Residential Code adopted with modifications by the State of California as Title 24, Part 2.5 of the California Code of Regulations.

15.12.020 Modifications.

Each section of the building or residential code designated in the succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.12.025 Sections 105.2 and R105.2—Work exempt from permits.

Section 105.2 of the building code is amended to the extent set forth below:

Building

7. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work not resulting in dimensional changes between any of the following: walls, sinks, plumbing fixtures, electrical outlets, built in appliances and service panels.

Section R105.2 of the residential code is amended to the extent set forth below:

Building

6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work not resulting in dimensional changes between any of the following: walls, sinks, plumbing fixtures, electrical outlets, built in appliances and service panels.

15.12.030 Sections 105.5 and R105.5—Expiration of permits.

Sections 105.5 of the building code and R105.5 of the residential code are amended to read as set forth in Section 15.04.070 of this code.

15.12.040 Sections 1.8.8, 113 and R112—Board of appeals.

The functions of the board of appeals referred to in Sections 1.8.8 and 113 of the building code and Section R112 of the residential code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.12.050 Section 446.1—Scope.

Section 446.1 of the building code is amended to read in full as follows:

446.1 Scope. In addition to other occupancy and construction requirements of the building code, special provisions for the occupancy and construction of subterranean space for winery facilities in natural or manmade caves, whether new or an addition to an existing cave shall be in accordance with this section.

15.12.060 Section 446.4—Limited application.

A. Section 446.4 of the building code is hereby amended to modify the following definition:

TYPE 3 WINERY CAVES. Natural or manmade caves used for the storage and/or processing of wine at a winery facility. Type 3 winery caves are accessible to the public on guided tours or by hosted events. Any cave or portion of a cave that exhibits any of the following is also considered to be a Type 3 cave:

1. Contains an area classified as a Group A occupancy.
2. Contains an area classified as other than Group F or S occupancy.
3. Is constructed or furnished with any amount of combustible materials not otherwise permitted in this section.

B. The following definitions are added to Section 446.4 of the building code:

HOSTED EVENTS. Any event held within the winery cave and attended by non-employees. This includes, but is not limited to: wine tasting; banquets; receptions; seminars; or any other event attended by people that are not employees of the winery. Hosted events are only allowed in caves or portions of caves that are Type 3.

TOURS. Whenever people who are not employees of the winery pass through or otherwise occupy a winery cave, for any purpose, including the tasting of wine. All tours must comply with 446.8.1 requirements for public tours.

15.12.070 Section 446.5—Permits.

Section 446.5 of the building code is hereby amended to read as follows:

446.5 Permits. Permits for the excavation, occupancy, construction, alteration, enlargement, or repair of Type 1, 2, and 3 winery caves, including all retaining walls, associated equipment, and facilities, shall be per Chapter 1 and Appendix J.

15.12.080 Section 446.7.3—Noncombustible construction.

Section 446.7.3 is hereby added to the building code to read as follows:

446.7.3 Noncombustible construction: Type 1 and Type 2 winery caves must be constructed of noncombustible materials throughout.

Exception: Doors and other openings in exterior and interior walls and partitions may be made of combustible materials unless otherwise limited by this code.

15.12.090 Section 446.8.4—Noncombustible contents.

Section 446.8.4 is hereby added to the building code to read as follows:

446.8.4 Noncombustible contents. Contents of Type 1 and Type 2 winery caves shall not include combustible contents other than wine itself.

Exceptions:

1. Wooden barrels or tanks. Combustible storage vessels filled with wine, or to be filled with wine in the immediate future; may be empty as part of the wine processing and storage. Long term storage of empty wooden barrels or tanks is prohibited.
2. Wooden barrel supports that are constructed of at least 2-inch nominal dimension lumber.
3. Small quantities of combustible materials needed for immediate or frequent use in the processing and storage of wine, or to service and maintain restrooms, wine laboratories, or wine libraries, are allowed.

15.12.100 - Section 446.8.5—Prohibited equipment.

Section 446.8.5 is hereby added to the building code to read as follows:

446.8.5 Prohibited equipment. No hydrocarbon powered mechanized equipment shall be used within the wine cave. Powered equipment shall conform to the requirements of 2022 California Fire Code Section 4003.3.3.

15.12.110 Section 446.8.6—Hazardous materials storage.

Section 446.8.6 is hereby added to the building code to read as follows:

446.8.6 Hazardous materials storage. Only hazardous materials storage directly related to and essential for wine processing operations in the cave is allowed. Hazardous materials storage shall be maintained in compliance with Chapter 50 of the California Fire Code.

15.12.120 Section 446.8.7—Special requirements for Type 3 winery cave.

Section 446.8.7 is hereby added to the building code to read as follows:

446.8.7 Special requirements for Type 3 winery cave. Caves or portions of caves classified as Type 3 shall be provided with an automatic sprinkler system compliant with Section 903.

15.12.130 Section 446.10—Fire alarm systems.

Section 446.10 of the building code is hereby amended to read as follows:

446.10 Fire alarm systems. An approved manual fire alarm system conforming to the provisions of Section 907.2.1 shall be provided in:

1. Type 1 or Type 2 winery caves containing restrooms, wine laboratories, or wine libraries.
2. All Type 3 winery caves.

15.12.140 Reserved.

15.12.150 Section 446.16—Emergency communication.

Section 446.16 is hereby added to the building code to read as follows:

446.16 Emergency Communication. Emergency Responder Communication Coverage in accordance with 2022 California Fire Code Section 510 is required in all caves.

15.12.160 Automatic fire systems: Section 903.2—Where required; Section R309.1—Townhouse automatic fire systems; Section R309.2—One- and two-family dwellings automatic sprinkler systems.

A. For the purposes of this section "building area" shall have the meaning set forth in chapter 2 of the building code, except where modified for Accessory Dwelling Units by Government Code Section 65852.2. "Existing" is defined as "previously permitted and approved building areas that: 1) are attached to the structure under review; and 2) maintain all structural elements in place, before, during and after construction".

B. Section 903.2 of the building code is hereby amended to read as set forth in Section 903.2 of the fire code, as amended in Section 15.32.090 of this code.

C. Section R309.1 of the residential code is amended to read as follows:

R309.1 Townhouse automatic fire sprinkler systems.
An automatic sprinkler system shall be installed in townhouses.

Exception: An Automatic sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have automatic systems installed and where the addition or expansion increases the existing building area by 49% or less. Addition or expansion that will increase the existing building area by 50% or more shall be required to retrofit the entire building.

D. Section R309.2 of the residential code is amended to read as follows:

R309.2 One- and two-family dwellings automatic fire systems.
An automatic sprinkler system shall be installed in one- and two-family dwellings, guest cottages and detached structure containing sleeping rooms.

Exceptions:

1. An Automatic sprinkler system shall not be required where additions or alterations are made to existing buildings that do not have automatic systems installed and where the addition or expansion increases the existing building area by 49% or less. Addition or expansion that will increase the existing building area by 50% or more shall be required to retrofit the entire building.
2. Accessory Dwelling Unit, provided that all of the following are met:
    2.1. The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 65852.2.
    2.2. The existing primary residence does not have automatic fire sprinklers.

2.3. The accessory detached dwelling unit does not exceed 1,200 square feet in size.

2.4. The unit is on the same lot as the primary residence.

15.12.170 Reserved.

15.12.180 Section 907.1.6—False alarms.

Section 907.1.6 is hereby added to the building code to read as follows:

907.1.6 False alarms. A false alarm shall mean the receipt by the fire department of an audio or visual alarm or signal from an automatic fire alarm device set off by causes other than the occurrence of a fire. Alarm users are allowed three false alarm calls in a 365 day period. A service fee of $100 shall be imposed for the fourth false alarm, $250 for the fifth false alarm, and $500 for each subsequent false alarm after the fifth.

15.12.190 Reserved.

15.12.200 Reserved.

15.12.210 Reserved.

15.12.220 Sections 1505.1 and R902.1—Roof coverings in all unincorporated areas.

Section 1505.11, of the building code and Section R902.1.3 of the residential code are hereby added to read in full as follows:

1505.11 and R902.1.3 All roof coverings shall be a minimum of Class A roof assemblies and roof coverings.

15.12.230 Wood burning devices.

All wood burning devices, including but not limited to fireplaces and wood stoves, permanently installed indoors in new construction or any remodel, shall comply with the requirements of the Bay Area Air Quality Management District's Regulation 6, Rule 3, as the same may be amended.

15.12.240 Reserved.

15.12.250 Reserved.

15.12.260 Reserved.

15.12.270 Reserved.

15.12.280 Reserved.

15.12.290 Reserved.

15.12.300 Reserved.

SECTION 11: A new Chapter 15.13 (Wildland-Urban Interface Code) is added to the Napa County Code to read in full as follows:

Chapter 15.13

WILDLAND-URBAN INTERFACE CODE

Sections:

15.13.010 Adoption by reference.

15.13.010 Adoption by reference.

For the purpose of establishing proper regulations for building construction and to safeguard the public health, safety, and general welfare from the hazards of wildfire and to ensure the protection of life, property, and natural resources in areas designated as Wildland-Urban Interface (WUI), the 2025 Edition of the California Wildland-Urban Interface Code, hereinafter referred to as "WUI code," which is based on the 2024 Edition of the Wildland-Urban Interface Code as adopted with modifications by the State of California as Title 24, Part 7 of the California Code of Regulations, is hereby adopted and made a part of this code by reference, subject to any modifications set forth in this chapter. This adoption by reference explicitly includes all provisions of the WUI Code and any locally applicable Fire Hazard Severity Zone maps or designations as defined and adopted by the Authority Having Jurisdiction (AHJ).

SECTION 12: Section 15.14.010 (Document adopted by reference.) of Chapter 15.14 (Green Building Standards, Solar Photovoltaic, and Small Residential Solar Energy Systems) of the Napa County Code is amended to read in full as follows:

15.14.010 Document adopted by reference.

For the purpose of establishing and encouraging sustainable building construction practices having a positive environmental impact the 2025 California Green Building Standards (CALGreen) Code, as adopted by the State of California as Title 24, Part 11 of the California Code of Regulations, including section A4.106.8.2.1, is adopted and made a part of this Napa County code by reference.

SECTION 13: Chapter 15.20 (Plumbing Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.20

PLUMBING CODE

Sections:

15.20.010 Document adopted by reference.
15.20.020 Modifications.
15.20.030 Section 1.8.8—Appeals board.
15.20.040 Permits—Expiration.
15.20.050 Expiration of plan review.
15.20.060 Definition of terms.
15.20.065 Section 609.1—Installation.
15.20.070 Chapter 7, Part II modified and incorporated into Title 13, Division II.
15.20.075 Section 1210.1.1—Cover requirements.

15.20.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction and the installation of plumbing systems, the 2025 Edition of the California Plumbing Code, hereinafter referred to as "plumbing code," including Appendices A, B, and D, and I, which is based on the 2024 Edition of the Uniform Plumbing Code as adopted with modifications by the State of California as Title 24, Part 5 of the California Code of Regulations, is adopted and made a part of this code by reference, subject to the modifications set forth in this chapter.

15.20.020 Modifications.

Each section of the plumbing code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section, and all modifications of Chapter 7, Part II of the plumbing code are set forth in Division II, Title 13 of the code rather than in this chapter.

15.20.030 Section 1.8.8—Appeals board.

The functions of a board of appeals for the plumbing code referred to in Section 1.8.8 shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.20.040 Permits—Expiration.

Section 104.4.3 of the plumbing code is amended to read as set forth in Section 15.04.070 of this code.

15.20.050 Expiration of plan review.

Section 104.3.3 of the plumbing code is amended to read as set forth in Section 15.04.060 of this code.

15.20.060 Definition of terms.

A. The definition of "authority having jurisdiction" in Section 203.0 of the plumbing code is amended to read in full as follows:

Authority Having Jurisdiction
The Authority Having Jurisdiction shall be the building division of the Napa County Department of Planning, Building and Environmental Services; except that for the issuing of permits, collection of fees and inspections in connection with public sewers, the Authority Having Jurisdiction shall be, within their respective jurisdictions, the Napa Sanitation District, the Napa County Department of Public Works (for the Napa Berryessa Resort Improvement District and the Lake Berryessa Resort Improvement District), the Spanish Flat Water District or the Circle Oaks Water District; and for the administration of the provisions of the plumbing code relating to individual and private sewage disposal systems as defined in Division II of Title 13 of the Napa County Code (other than Section 723 of the plumbing code), the Authority Having Jurisdiction shall be the Napa County director of planning, building and environmental services or the director's authorized designee.

B. The definition of "lot" in Section 214.0 of the plumbing code is amended to read as set forth in Section 17.02.320 of this code.

C. The definition of "private sewage disposal system" in Section 218.0 of the plumbing code is amended to read as set forth in Section 13.16.345 of this code.

D. The definition of "public sewer" in Section 218.0 of the plumbing code is amended to read as set forth in Section 13.16.350 of this code.

E. The definition of "sewage" in Section 221.0 of the plumbing code is amended to read as set forth in Section 13.16.360 of this code.

15.20.065 Section 609.1—Installation.

Section 609.1 of the plumbing code is amended to read as set forth in full as follows:

609.1 Installation. Water piping shall be adequately supported in accordance with Table 313.3. Burred ends shall be reamed to the full bore of the pipe or tube. Changes in direction shall be made by the appropriate use of fittings, except that changes in direction in copper or copper alloy tubing shall be permitted to be made with bends, provided that such bends are made with bending equipment that does not deform or create a loss in the cross-sectional area of the tubing. Changes in direction are allowed with flexible pipe and tubing without fittings in accordance with the manufacturer's instructions. Provisions shall be made for expansion in hot-water piping. Piping, equipment, appurtenances, and devices shall be installed in a workmanlike manner in accordance with the provisions and intent of the code. Building supply yard piping shall be not less than 12 inches (305 mm) below the average local frost depth. The cover shall be not less than 12 inches (305 mm) below finish grade. When water lines are installed underground within a vineyard, or other agricultural location where equipment is used to cultivate the earth, the burial depth shall be sufficiently lower than the potential cutting depth of equipment, but not less than 48" of cover in all cases.

15.20.070 Chapter 7, Part II modified and incorporated into Title 13, Division II.

The provisions of Chapter 7, part II, "Building Sewers," of the plumbing code are incorporated, with modifications, into Division II, "Sewage Systems," of Title 13 of this code,

with the corresponding plumbing code references noted therein, except that Section 723 of the plumbing code is adopted without modification by and under this chapter.

15.20.075 Section 1210.1.1—Cover requirements.

Section 1210.1.1 of the plumbing code is amended to read as set forth in full as follows:

Underground piping systems shall be installed with a minimum of 12 inches (305 mm of cover. The minimum cover shall be increased to 18 inches (457 mm) if external damage to the pipe or tubing from external forces is likely to result. Where a minimum of 12 inches (305 mm) of cover cannot be provided, the pipe shall be installed in conduit or bridged (shielded). [NFPA 54:7.1.2.1 – 7.1.2.1 (B)] When natural or liquefied petroleum gas (LPG) lines are installed underground within a vineyard, or other agricultural location where equipment is used to cultivate the earth, the burial depth shall be sufficiently lower than the potential cutting depth of equipment, but not less than 48" of cover in all cases.

SECTION 14: Chapter 15.24 (Mechanical Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.24

MECHANICAL CODE

Sections:

15.24.010 Document adopted by reference.
15.24.020 Modifications.
15.24.030 Sections 1.8.8 and 107.0—Board of appeals.
15.24.040 104.4.3—Permits—Expiration.
15.24.050 104.3.3—Expiration of plan review.

15.24.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction and for the installation of mechanical systems, the 2025 Edition of the California Mechanical Code, hereinafter referred to as "mechanical code," which is based on the 2024 Edition of the Uniform Mechanical Code as adopted with modifications by the State of California as Title 24, Part 4 of the California Code of Regulations, is adopted and made a part of this code by reference, subject to the modifications set forth in this chapter.

15.24.020 Modifications.

Each section of the mechanical code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.24.030 Sections 1.8.8 and 107.0—Board of appeals.

The functions of the board of appeals referred to in Sections 1.8.8 and 107 of the mechanical code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.24.040 104.4.3—Permits—Expiration.

Section 104.4.3 of the mechanical code is amended to read as set forth in Section 15.04.070 of this code.

15.24.050 104.3.3—Expiration of plan review.

Section 104.3.3 of the mechanical code is amended to read as set forth in Section 15.04.060 of this code.

SECTION 15: Chapter 15.28 (Electrical Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.28

ELECTRICAL CODE

Sections:

15.28.010 Document adopted by reference.
15.28.020 Modifications.
15.28.030 Section 89.108.8 and Section 80.15 Annex H—Appeals board and electrical board.
15.28.040 Section 80.2 Annex H—Chief electrical inspector.
15.28.050 Section 80.19(H) Annex H—Applications and extensions.
15.28.060 Article 225.32—Location.
15.28.070 Table 300.5—Minimum cover requirements.
15.28.080 Article 690.4—Installation.

15.28.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction and for the installation of electrical systems, the provisions of the 2025 Edition of the California Electrical Code, hereinafter referred to as "electrical code," including Annexes A through H, which is based upon the 2023 Edition of the National Electrical Code as adopted with modifications by the State of California as Title 24, Part 3 of the California Code of Regulations, is adopted and made a part of this code by reference.

15.28.020 Modifications.

Each section of the electrical code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.28.030 Section 89.108.8 and Section 80.15 Annex H—Appeals board and electrical board.

The functions of a board of appeals referred to in Section 89.108.8 and the electrical board in Section 80.15 Annex H of the electrical code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals or electrical board shall be created.

15.28.040 Section 80.2 Annex H—Chief electrical inspector.

For purposes of Section 80.2 Annex H of the electrical code, the building official is designated as the chief electrical inspector. The building official and that official's designees shall be responsible for the enforcement of this Chapter 15.28.

15.28.050 Section 80.19(H) Annex H—Applications and extensions.

For purposes of Section 80.19(H) Annex H of the electrical code, the time limitations for applications and expiration of permits shall be as provided in Sections 15.04.060 and 15.04.070 of this code.

15.28.060 Article 225.32—Location.

The first paragraph of Article 225.32 of the electrical code is amended to read as follows, and the listed exceptions following therein shall remain in effect:

225.32 Location. The disconnecting means shall be installed on the outside of the building or structure served or where the conductors pass through a building or structure and within sight for emergency and utility vehicles entering the property. The disconnecting means shall be at a readily accessible location nearest the point of entrance of the conductors. For the purposes of this section, the requirements in 230.6 shall be utilized.

15.28.070 Table 300.5—Minimum Cover Requirements.

Table 300.5 of the electrical code is amended by adding the following Note 6:

6. When electrical conductors are installed underground within a vineyard, or other agricultural location where equipment is used to cultivate the earth, the burial depth shall be sufficiently lower than the potential cutting depth of equipment, but not less than 48" of cover in all cases.

15.28.080 Article 690.4—Installation.

Article 690.4 of the electrical code is hereby amended by adding the following subsection (I):

(I) Working Space. The requirements found in Article 110.26 for spaces about electrical equipment shall apply to inverters and other portions of a photovoltaic system likely to require examination, adjustment, servicing, or maintenance while energized.

SECTION 16: Chapter 15.29 (Energy Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.29

ENERGY CODE

Sections:

15.29.010 Document adopted by reference.
15.29.030 Options for homebuyers.
15.29.040 Definitions.
15.29.050 Electrical readiness for nonresidential structures.
15.29.060 Electrical readiness for single-family units.
15.29.070 Performance requirements for single-family units.
15.29.080 Reserved.
15.29.090 Electric readiness for multifamily units.
15.29.100 Performance requirements for multifamily units.

15.29.010 Document adopted by reference.

The 2022 Edition of the California Energy Code, adopted by the State of California as Title 24, Part 6 of the California Code of Regulations, is adopted and made a part of this code by reference.

15.29.030 Options for homebuyers.

Section 100.0.(e).2.D is amended to read as follows:

D. Single-family buildings.

i. Sections applicable. Sections 150.0 through 150.1 apply to newly constructed single-family buildings.

ii. Compliance approaches. In order to comply with Part 6, newly constructed single-family buildings must meet the requirements of:

a. Mandatory measures: The applicable provisions of Sections 110.0 through 110.10, and 150.0; and

b. Either:

(i) Performance approach: Sections 150.1(a) and (b); or

(ii) Prescriptive approach: Sections 150.1(a) and
Exception to Section 100.0(e)2Diib: Seasonally occupied agricultural housing limited by state or federal agency contract to occupancy not more than 180 in any calendar year.

(iii) Designers, builders, licensed contractors, professionals, or other owner designees of newly constructed single-family buildings shall provide all owners with the option of installing a stationary storage battery system and/or all-electric appliances.

15.29.040 Definitions.

Section 100.1.(b) is modified by adding the following definitions:

CERTIFIED ENERGY ANALYST is a person registered as a Certified Energy Analyst with the California Association of Building Energy Consultants as of the date of submission of a Certificate of Compliance as required under Section 10.103.

FREE-STANDING ACCESSORY DWELLING UNIT is a detached building that is not intended for sale separate from the primary residence, except pursuant to Government Code Sections 66340 et seq., on a lot that is zoned for single-family or multifamily use, located on the same lot as an existing dwelling, and does not exceed 1,200 square-feet of total floor area.

15.29.050 Electric readiness for nonresidential structures.

A new section 120.9.(d) is added to read as follows:

120.9(d) Where systems using gas are installed, dedicated circuits at the main building panel shall be provided with sufficient power to support future conversion of all fossil fuel-fired service water heating appliances to electric appliances.

15.29.060 Electric readiness for single-family units.

The first two paragraphs of Section 150.0 are modified to read as follows:

SECTION 150.0 - MANDATORY FEATURES AND DEVICES
Single-family residential buildings shall comply with the applicable requirements of Sections 150(a) through 150.0(v).

NOTE: The requirements of Sections 150.0(a) through 150.0(v) apply to newly constructed buildings. Sections 150.2(a) and 150.2(b) specify which requirements of Sections 150.0(a) through 150.0(v) also apply to additions or alterations.

Section 150.0.(t) is modified to read as follows:
(t) Heat Pump Space Heater Ready.

Systems using gas furnaces to serve individual dwelling units shall include the following:

1. A dedicated 240-volt branch circuit wiring shall be installed within 3 feet from the furnace and accessible to the furnace with no obstructions. The branch circuit conductors shall be rated at 30 amps minimum. The blank cover shall be identified as "240V ready". All electrical components shall be installed in accordance with the California Electrical Code.
2. The main electrical service panel shall have a reserved space to allow for the installation of a double pole circuit breaker for a future heat pump space heater installation. The reserved space shall be permanently marked as "For Future 240V use".
3. A designated exterior location for a future heat pump compressor unit with either a drain or natural drainage for condensate.

15.29.070 Performance requirements for single-family units.

A new section 150.1.(b).1.C is added to read as follows:

In addition, the total source energy (EDR1) of the Proposed Design Building shall be less than the EDR1 of the Standard Design building by a compliance margin of 13.

EXCEPTION 1 to Section 150.1(b)1.C. A Free-Standing Accessory Dwelling Unit.

EXCEPTION 2 to Section 150.1(b)1.C. If the Certificate of Compliance is prepared and signed by a Certified Energy Analyst, compliance margin may be reduced by one point, but in no event shall be less than zero.

15.29.080 Reserved.

15.29.090 Electric readiness for multifamily units.

A new section 160.4.(g) is added to read as follows:

Systems using gas water heaters that do not serve individual dwelling units shall include dedicated circuits at the main building panel with sufficient power to support future conversion of all fossil fuel-fired service water heating appliances to electric appliances.

15.29.100 Performance requirements for multifamily units.

Section 170.1 is modified to read as follows:

SECTION 170.1 - PERFORMANCE APPROACH: ENERGY BUDGETS
A building complies with the performance approach if the TDV energy budget calculated for the Proposed Design Building under Subsection (b) is no greater than the TDV energy budget calculated for the Standard Design Building under Subsection (a). Additionally, the energy budget, expressed in terms of source energy, of a newly constructed low-rise multifamily building (less than four habitable stories) shall be at least ten percent (10%) lower than that of the Standard Design Building.

EXCEPTION 1 to Section 170.1. If the Certificate of Compliance is prepared and signed by a Certified Energy Analyst, the compliance margin may be reduced to by one percentage point, but in no event shall be less than zero.

SECTION 17: Section 15.30.010 (Document adopted by reference.) of Chapter 15.30

(Historical Building Code) of the Napa County Code is amended to read in full as follows:

15.30.010 Document adopted by reference.

For the purpose of establishing proper regulations for the renovation of historical buildings the 2025 Edition of the California Historical Building Code, hereinafter referred to as "historical building code" adopted by the State of California as Title 24, Part 8 of the California Code of Regulations, is adopted and made a part of this Napa County code by reference.

SECTION 18: Chapter 15.32 (Fire Code) of the Napa County Code is amended to read

in full as follows:

Chapter 15.32

FIRE CODE

Sections:

15.32.010 Document adopted by reference.
15.32.020 Modifications.
15.32.030 Section 101.6—Application.
15.32.033 Section 104.7.2—Inspections.
15.32.035 Section 104.10—Fire investigations.
15.32.037 Section 105.3.1—Expiration.
15.32.040 Section 111—Means of appeals.
15.32.050 Section 112.4—Violation penalties.
15.32.060 Section 113.4—Failure to comply.
15.32.065 Section 307.6—Non-portable and Built-in fire pits.
15.32.070 Section 503.1—Where required.
15.32.073 Section 505.1—Address identification.
15.32.075 Section 507.5.7—Fire hydrant specifications and Fire Flow requirements.
15.32.077 Section 604.6.3—Prohibition of shunt trip devices and sprinklers in elevator systems.
15.32.080 Section 901.4.7.1—Access.
15.32.090 Section 903.2—Where required.
15.32.100 Section 903.2.8.1—Group R-3.
15.32.105 Section 903.4.3—Alarms.
15.32.110 Section 907.1.6—False alarms.
15.32.113 Section 907.6—Installation and monitoring.
15.32.115 Section 1205.5.1—Vegetation control.
15.32.117 Section 1207.1—Electrical energy storage systems (ESS).
15.32.120 Reserved.
15.32.130 Reserved.
15.32.140 Reserved.
15.32.150 Reserved.
15.32.160 Reserved.
15.32.170 Reserved.
15.32.180 Reserved.
15.32.190 Reserved.
15.32.193 Reserved.
15.32.195 Reserved.
15.32.197 Chapter 80—NFPA 13D-22, Section 7.5.6.3, NFPA 13D-22, Section 7.5.6.3
15.32.200 Section B105.4—Fire flow and water supply for parcels not served by municipal water supply.
15.32.210 Appendix C, Section C103.1—Hydrant spacing.
15.32.220 Reserved.
15.32.230 Reserved.

15.32.240 Reserved.
15.32.250 Reserved.
15.32.260 Reserved.
15.32.270 Reserved.

15.32.010 Document adopted by reference.

For the purpose of establishing proper regulations to safeguard the public health, safety and general welfare from the hazards of fire, the 2025 Edition of the California Fire Code, including Chapter 4, and Appendices B and C, hereinafter referred to as the "fire code," which is based on the 2024 International Fire Code adopted with modifications by the State of California as Title 24, Part 9 of the California Code of Regulations, is adopted and made part of this code by reference, subject to the modifications set forth in this chapter. This adoption by reference explicitly includes Sections 104.7 and 104.7.1 of the 2025 Edition of the California Fire Code.

15.32.020 Modifications.

Each section of the fire code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.32.030 Section 101.6—Application.

Section 101.6 is added to Division II of Chapter 1 of the fire code to read as follows:

101.6 Application – Napa County. This code shall apply to all unincorporated areas of Napa County for the purpose of establishing minimum fire safety requirements for development in unincorporated Napa County.

Exception: Property located in unincorporated Napa County within the American Canyon Fire Protection District shall follow the ordinances adopted by that District.

15.32.033 Section 104.7.2—Inspections.

Section 104.7.2 of the fire code is amended to read as follows:

Section 104.7.2 Inspections. The fire code official shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each. Such records shall also include photographic documentation of the inspected conditions, where applicable, to support the findings and actions taken during the inspection.

15.32.035 Section 104.10—Fire investigations.

Section 104.10.2 of the fire code is added to read as follows:

Section 104.10.2 Investigations. The fire code official is authorized to conduct fire investigations and to document conditions as necessary. This includes the authority to take photographs, record video, or collect other forms of evidence during the course of an investigation, when deemed appropriate by the fire code official.

15.32.037 Section 105.3.1—Expiration.

Section 105.3.1 of the fire code is amended to read as follows:

Section 105.3.1 Permit validity, expiration, revocation, modification, and transferability.

A. Operational Permits.

Operational permits shall remain in effect until reissued, renewed, revoked, or for the period of time specified on the permit.

B. Construction Permits.

Fire-related permits shall follow the same permit expiration procedures established by the Napa County Building Division, as outlined in Section 15.04.070 – Expiration of permits.

C. Revocation of Permits.

The fire code official is authorized to revoke a permit issued under this code in any of the following circumstances:

1. The permit was issued in error or on the basis of incorrect, inaccurate, or incomplete information.
2. The permit holder violates any provision of the applicable fire code, municipal code, or conditions of the permit.
3. The permit is used for a location, operation, or activity other than that authorized by the permit.
4. The permit holder fails to comply with lawful orders issued by the fire code official.

D. Modification of Permits.

Any proposed modification to the scope, occupancy, use, or conditions of an issued permit shall be submitted to the fire code official for review. Modifications shall not be made without prior written approval, and may require the issuance of a new or amended permit at the discretion of the fire code official.

E. Non-Transferability of Permits.

Permits issued under this code are non-transferable. Any change in occupancy, operation, tenancy, or ownership shall require the issuance of a new permit.

15.32.040 Section 111—Means of appeals.

Section 111 of the fire code is amended to read as follows:

111. Means of appeals. The functions of the board of appeals referred to in Section 111 of the fire code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.32.050 Section 112.4—Violation of penalties.

Section 112.4 of the fire code is amended to read as follows:

112.4. Violation penalties. Persons who violate a provision of this code or fail to comply with any approved construction documents or directives of the fire marshal or marshal's authorized designee, or conditions of a permit or certificate used under provisions of this code, shall be subject to penalties as prescribed by law.

15.32.060 Section 113.4—Failure to comply.

Section 113.4 of the fire code is amended to read as follows:

113.4. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalties as prescribed by law.

15.32.065 Section 307.6—Non-Portable and built-in fire pits.

Section 307.6 is added to read in full as follows:

307.6.1 General.

This section applies to all exterior non-portable or built-in fire pits, including those constructed as part of landscaping features, outdoor kitchens, or permanent fire features, whether fueled by wood or non-wood sources.

307.6.2 Location.

1. Non-Wood Burning Fire Pits.
   Non-wood burning fire pits, including those fueled by natural gas, propane, or other approved clean-burning fuels, shall be located a minimum of 15 feet from any combustible material or combustible construction.
2. Wood-Burning Fire Pits.
   Fire pits designed to burn wood or other solid fuels shall be located at a minimum of 25 feet from any combustible material or combustible construction.

307.6.3 Use and Maintenance.

1. Fire pits shall be installed and operated in accordance with the manufacturer's instructions and all applicable provisions of the California Fire Code and the California Building Code.
2. Fire pits shall not be used during periods of high fire danger, red flag warnings, or when otherwise prohibited by the fire code official.
3. A responsible adult shall be present at all times when a fire pit is in use. Fires shall be fully extinguished after use.
4. A readily available method of fire extinguishment, such as a garden hose, portable fire extinguisher, or bucket of sand, shall be maintained in close proximity during use.

307.6.4 Authority to Enforce.

The fire code official is authorized to require the immediate cessation of use, modification, or removal of any fire pit deemed to be unsafe, improperly maintained, or not in compliance with this section.

15.32.070 Section 503.1—Where required.

Section 503.1 of the fire code is amended to read in full as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and the Napa County Road and Street Standards.

15.32.073 Section 505.1—Address identification.

Section 505.1 of the fire code is amended to read in full as follows:

505.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall not be less than 6 inches (152 mm) high with a minimum stroke width of ¾ inch (19 mm), except that for one- or two-family dwellings, each character shall not be less than 4 inches (102 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address identification shall be maintained.

15.32.075 Section 507.5.7—Fire hydrant specifications and fire flow requirements.

A new section 507.5.7 is added to the fire code to read in full as follows:

507.5.7 Fire Hydrant Specifications and Fire Flow Requirements. Fire hydrant size, outlets configuration, and performance standards shall comply with the Napa County Fire Development Guidelines or as approved by the fire code official.

15.32.077 Section 604.6.3—Prohibition of shunt trip devices and sprinklers in elevator systems.

Section 604.6.3 is deleted and replaced in its entirety with the following:

604.6.3.1 Shunt Trip Prohibited
Shunt trip devices shall not be installed in elevator systems.

604.6.3.2 Alternative Requirements in Sprinklered Buildings.
Where elevator hoistways and/or elevator machine rooms containing elevator control equipment are located within buildings equipped with automatic fire sprinkler systems, the following shall apply in lieu of shunt trip devices:

1. Fire-Resistive Construction.
   Elevator machine rooms shall be enclosed with fire-resistive construction having a fire-resistance rating equal to that of the hoistway. Where the hoistway is non-rated, the machine room shall be enclosed with fire barriers having a minimum one-hour fire-resistance rating in accordance with California Building Code section 707.
2. Prohibited Sprinkler Locations.
   Automatic fire sprinklers shall not be installed:
   a. At the top of the elevator hoistway; and
   b. Within the elevator machine room.

3. Elevator Shutdown Devices.
Means for automatic elevator power shutdown (shunt trip) shall not be installed.

15.32.080 Section 901.4.7.1—Access.

Section 901.4.7.1 of the fire code is amended to read in full as follows:

901.4.7.1 Access. Commercial automatic sprinkler system risers, fire pumps, and controllers shall be readily accessible from the exterior of the building. Where located in a fire pump room or automatic sprinkler riser room, the door shall be permitted to be locked provided the key is available at all times on site.

15.32.090 Section 903.2—Where required.

A. For the purposes of this section "building area" shall have the meaning set forth in chapter 2 of the building code, except where modified for Accessory Dwelling Units by Government Code Section 65852.2. "Existing" is defined as "previously permitted and approved building areas that: 1) are attached to the structure under review; and 2) maintain all structural elements in place, before, during, and after construction".

B. Section 903.2 of the fire code is amended to read in full as follows:

903.2 Where Required. In addition to the requirements of Sections 903.2.1 through 903.2.12 and 903.2.14 through 903.2.21, an approved automatic fire sprinkler system shall be installed and maintained in all occupancies as follows:

1. Throughout all new buildings with a building area of 1,000 square feet or greater; or
2. Throughout all additions to buildings already provided with an automatic fire sprinkler system; or
3. Throughout the entire building when:
    a. The addition or expansion equals or exceeds 50% of the existing building area, within any 3-year period; and
    b. The resulting total building area exceeds 1,000 square feet; or
4. Throughout an entire building which exceeds 1,000 square feet in building area when repair of significant structural damage to the existing building area (caused by fire, flood, or earthquake, for example) requires rebuilding of 50% of the building structure.
5. When the scope of work involves the alteration or removal of any existing structural framing that meets or exceeds fifty percent (50%) or greater of the linear footage of exterior walls, cumulative within a 3-year period.

Exceptions:

1. Detached Group U structures accessory to a non-sprinklered Group R-3 single-family residence, including but not limited to pool houses, workshops, private garages, and similar structures, shall not be required to be sprinklered, provided all of the following conditions are met:
    a. The new structure is detached from the main residence.
    b. The total floor area of the structure is less than 1,000 square feet.
    c. The structure is not intended for use as a dwelling unit or for sleeping purposes.

For the purposes of this section, “dwelling unit” shall be defined as a building or portion thereof providing complete independent living facilities, including provisions for sleeping, cooking, and sanitation, consistent with the California Residential Code.

2. Buildings that are exclusively Group U – Agricultural Buildings as defined in Appendix C of the building code.

15.32.100 Section 903.2.8.1—Group R-3

Section 903.2.8.1 of the fire code is amended to read in full as follows:

903.2.8.1 Group R-3. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 occupancies and shall be provided throughout all one- and two-family dwellings, or guest cottages, regardless of square footage in accordance with the California Residential Code. An automatic sprinkler system shall be installed in all mobile homes, manufactured homes, and multi-family manufactured homes with two or more dwelling units in accordance with Title 25 of the California Code of Regulations.

15.32.105 Section 903.4.3—Alarms

Section 903.4.3 is added to the fire code to read as follows:

903.4.3 Alarms. An approved audible and visual sprinkler waterflow alarm device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a waterflow switch is required by Section 903.4.1 to be electrically supervised, such sprinkler waterflow alarm devices shall be powered by a fire alarm control unit or, where provided, a fire alarm system. Where a fire alarm system is provided, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

15.32.110 Section 907.1.6—False alarms.

Section 907.1.6 of the fire code is added to read as follows:

907.1.6 False Alarms. A false alarm shall mean the receipt by the Fire Department of an audio or visual alarm or signal from an automatic fire alarm device set off by causes other than the occurrence of a fire. Alarm users are allowed three (3) false alarm calls in a 365-day period. A service fee of $100 shall be imposed for the fourth false alarm, $250 for the fifth false alarm, and $500 for each subsequent false alarm after the fifth.

15.32.113 Section 907.6—Installation and monitoring.

Section 907.6.1.2 of the fire code is added to read as follows:

1. Wiring Installation.
   All fire alarm system wiring shall be installed in metallic conduit or approved raceways per the California Electrical Code (CEC) and NFPA 72 (2025).
2. Prohibited Wiring.

Armored cable (Type AC) and other non-approved cable types are not permitted for fire alarm wiring unless approved by the Napa County Fire Marshal and Electrical Inspector.

3. Conduit Sizing and Support.
   Conduits shall comply with CEC Chapter 9 conduit fill limitations to ensure proper installation and maintenance. Conduits shall be installed using approved hangers and supports, with spacing in accordance with the requirements of the California Electrical Code (CEC) Article 358.30 and the manufacturer's recommendations. Under no circumstances shall any other wiring or cabling be attached to, or supported by, the conduit.
4. Wire Specifications.
   Wiring shall be copper conductors with insulation and ratings per CEC and NFPA 72. Wire type, size, and number of conductors must be shown on all shop drawings and floor plans.
5. Approval and Documentation.
   All plans must include wiring details and conduit fill calculations. Any deviations require prior approval by Napa County Fire and Electrical officials.

15.32.115 Section 1205.5.1—Vegetation control.

Section 1205.5.1 of the fire code is amended to read in the full as follows:

1205.5.1 Vegetation Control. A clear, brush-free area of 10 feet (3048 mm) shall be required around the perimeter of the ground-mounted photovoltaic arrays. A noncombustible base of gravel or a noncombustible base, approved by the fire code official, shall be installed and maintained under the photovoltaic arrays and associated electrical equipment installations.

15.32.117 Section 1207.1—Electrical Energy Storage Systems (ESS)

Section 1207.1 of the fire code is amended to read in full as follows:

1207.1 Electrical Energy Storage Systems (ESS). ESS in Group R-3 and R-4 occupancies including accessory Group U structures, shall comply with Section 1207.11

15.32.120 Reserved.

15.32.130 Reserved.

15.32.140 Reserved.

15.32.150 Reserved.

15.32.160 Reserved.

15.32.170 Reserved.

15.32.180 Reserved

15.32.190 Reserved.

15.32.193 Reserved.

15.32.195 Reserved.

15.32.197 Chapter 80—NFPA 13D-22, Section 7.5.6.3. NFPA 13D-22, Section 7.5.6.3.

Chapter 80 – NFPA 13D-22, Section 7.5.6.3. NFPA 13D-22, Section 7.5.6.3 is amended to read in full as follows:

The following practices shall be observed when installing residential sprinklers unless higher expected ambient temperatures require a higher temperature rating:

(6) Sprinklers in unconditioned garages shall be of intermediate temperature classification or higher.

15.32.200 Section B105.4—Fire flow and water supply for parcels not served by municipal water supply.

A new section B105.4 is added to Appendix B of the fire code to read as follows:

B105.4 Fire flow and water supply for parcels not served by municipal water supply. For parcels not served by a municipal water supply, NFPA 1142-22, Chapter 4 shall be used to calculate minimum water storage requirements for fire flow. The Napa County Fire Marshal's Office permits a 25% reduction in required water storage if the subject building or structure is equipped with an NFPA 13, NFPA 13D, or NFPA 13R fire sprinkler system.

Exceptions:
Reductions in required water supply are not provided for structures located in High or Very High Severity Zones.

15.32.210 Appendix C, Section C103.1—Hydrant spacing.

Section C103.1 of Appendix C of the fire code is amended to read in full as follows:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the California Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with the Napa County Development Guidelines or as approved by the fire code official.

15.32.220 Reserved.

15.32.230 Reserved.

15.32.240 Reserved.

15.32.250 Reserved.

15.32.260 Reserved.

15.32.270 Reserved.

SECTION 19: Section 15.35.010 (Document adopted by reference.) of Chapter 15.35 (Existing Building Code) of the Napa County Code is amended to read in full as follows:

15.35.010 Document adopted by reference.

The 2025 California Existing Building Code, hereinafter referred to as "existing building code" which is based on the 2024 International Existing Building Code, adopted with modifications by the State of California as Title 24, Part 10 of the California Code of Regulations, is adopted and made a part of this Napa County Code by reference.

SECTION 20: Section 15.48.010 (Documents adopted by reference.) of Chapter 15.48 (Public Swimming Pools—Operating Permits) of the Napa County Code is amended to read in full as follows:

15.48.010 Documents adopted by reference.

For the purpose of establishing proper regulations for public swimming pools, the following regulations are adopted and made a part of this code by reference, and hereinafter collectively referred to as "public swimming pool code":

A. Chapter 31B of the 2025 Edition of the California Building Code, as adopted by the State of California in Title 24, Part 2 of the California Code of Regulations.

B. Chapter 20 (commencing with Section 65501) of Division 4 of Title 22 of the California Code of Regulations.

C. Article 5 (commencing with Section 116025) of Chapter 5 of Part 10 of Division 104 of the California Health and Safety Code.

SECTION 21: The Board finds that the adoption of this ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 8 ("Actions by Regulatory Agencies for Protection of the Environment") which

may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15308]. Additionally, the proposed action is not a project as defined by 14 California Code of Regulations section 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

SECTION 22: If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 23: This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 24: A summary of this ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 18th day of November, 2025, and a public hearing was held at a regular meeting of the Napa County Board of Supervisors, State of California, on the 9th day of December, 2025, where the Ordinance was adopted by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Jason M. Dooley* Chief Deputy County Counsel By: *McKayla McMahon* Code Services Date: 11/6/2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

Additions are underlined.
Deletions are ~~struck through.~~
Revision markers are noted in left or right margins as vertical lines.

ORDINANCE NO. _____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING VARIOUS CHAPTERS OF TITLE 15, BUILDINGS AND CONSTRUCTION, OF THE NAPA COUNTY CODE BY ADOPTING THE 2025 CALIFORNIA BUILDING STANDARDS CODE (TITLE 24, CALIFORNIA CODE OF REGULATIONS) AS PROMULGATED AND APPROVED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION WITH LOCAL MODIFICATIONS

WHEREAS, in accordance with the requirements of the California Building Standards Law found in Division 13, Part 2.5 of the Health and Safety Code (commencing with Section 18901), the California Building Standards Commission has approved and adopted the 2025 California Building Standards Code; and

WHEREAS, Napa County desires to adopt or maintain some of the same amendments and additions made to the 2022 Building Standards Code to the 2025 Building Standards Code to provide for more restrictive building standards because of local climatic, geological, or topographical conditions found to exist in Napa County, and other non-substantive administrative changes, such amendments to the Building Standards Code being allowed under Health and Safety Code Section 18941.5.

The Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1: Section 15.04.010 (Findings) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

DRAFT

15.04.010 Findings.

A. Section 18941.5 of the California Health and Safety Code provides that the governing body of every county may make changes or modifications by local ordinance to the California Building Standards Code as approved and adopted by the California Building Standards Commission ("Commission"). The changes or modifications may only establish more restrictive building standards than exist in the Building Standards Code that are reasonably necessary because of local climatic, geological, or topographical conditions within the county. Absent such changes or modifications, the Building Standards Code as written become the applicable regulations of the county one hundred eighty days after their publication by the Commission.

B. The Commission has approved and adopted the ~~2022~~ 2025 California Building Standards Code, and the county desires to make restrictive changes and modifications to said Code based on local climatic, geological, or topographical conditions existing in the county, in accordance with the requirements of Sections 17958.5 and 17958.7 of the Health and Safety Code. The county also desires to make non-substantive changes relating to administration of the ~~2022~~ 2025 California Buildings Standards Code to reflect the county's administrative organizational structure.

C. County departments and officials who are charged with implementing and overseeing the ~~2022~~ 2025 California Building Standards Code, as well as other officials of the county have presented information and evidence to the board of supervisors of the reasonable necessity due to local climatic, geological, and topographical conditions that certain changes or modifications be made in said Code at the time of its adoption.

D. The board of supervisors does hereby and in conjunction with a resolution adopted concurrently herewith expressly determines and finds that the modifications set forth in this ordinance are in fact needed because of the local climatic, geological, and topographical conditions set forth in said resolution.

SECTION 2: Section 15.04.020 (Definitions) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.020 Definitions.

Except where expressly provided otherwise, all references in the codes or portions thereof adopted by this chapter and Chapters 15.06, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, to "city" shall mean the Napa County; to "city council" or "mayor" shall mean the board of supervisors of the Napa County; to "state" shall mean the State of California; to "housing act" shall mean the Housing Act of the State of California; to "building official" or "administrative authority" shall mean the Napa County chief building official ~~of the county of Napa~~; to "health officer" shall mean the Napa County director of planning, building and environmental services ~~of the county of Napa~~ or the director's designee; and to "fire marshal" shall mean the chief officer assigned to the Napa County Fire Marshal's Office.

SECTION 3: Section 15.04.030 (Building division) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.030 Building division.

There is established within the Napa County planning, building and environmental services department ~~of the county of Napa~~ a building division. The board of supervisors shall budget and appropriate such county funds to the planning, building and environmental services department, building division, as it may deem necessary for the operation of such division.

SECTION 4: Section 15.04.040 (Chief building official and building inspectors) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.040 Chief building official and building inspectors.

A. There is established the office of chief building official, who shall be the head of the building division. The chief building official shall mean the director of the Napa County planning, building and environmental services department or the director's authorized designee.

B. The chief building official shall supervise and have charge of all work and inspections relating to and the enforcement of the codes adopted hereunder, except as herein provided.

C. The director of the Napa County planning, building and environmental services department or the director's designee shall supervise and have charge of all inspections relating to the installation of septic tanks and disposal fields.

D. The chief building official shall have such deputy building inspectors as the board of supervisors shall provide and such deputy building inspectors shall assist the chief building official in the performance of their duties, acting under ~~his~~ the chief building official's instruction and supervision.

E. The chief building official, the deputies in the building division and representatives of the Napa County department of planning, building and environmental services shall have the right of entry, as defined in various codes adopted by the ordinance codified in this chapter and Chapters 15.06, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, in, and upon, all buildings and premises in the county for the purpose of making inspections, re-inspections, or otherwise performing their respective duties as may be necessary in the enforcement of this chapter and Chapters 15.06, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36.

F. It shall be the duty of the chief building official to have a permanent record kept of all pertinent transactions of their office and to render a report when requested to the board of supervisors of all permits issued and fees collected. All fees collected shall be turned over to the county treasurer for deposit into the general fund of Napa County.

SECTION 5: Section 15.04.050 (Scope) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.050 Scope.

The provisions of this chapter and Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, shall apply to all buildings and structures in the unincorporated territory of Napa County.

SECTION 6: Section 15.04.070 (Expiration of permits.) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.070 Expiration of permits.

A. Except as provided in subsection (C) below, every permit issued by the building official under the provisions of this code shall expire, without further action by the building official, if the building or work authorized by such permit is not commenced within one calendar year from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced, or if no inspection has been requested or performed for a period of one hundred eighty days. Before such work can be recommenced, the permit shall be reinstated with a fee, ~~determined by the building official based on the amount and nature of permit activities remaining at the time the permit expired, provided no changes have been made or will be made in the original plans and specifications for such work; and~~ provided ~~further~~ that such suspension or abandonment has not exceeded two years. Building permits that have been expired for over two years shall be considered null and void. A new permit must be obtained to complete any remaining work if a permit was deemed null and void.

B. Any permittee holding an unexpired permit may apply for an extension of time within which the permittee may commence work under that permit when the permittee is unable to commence work within the time required by this section. The building official may extend the time for action by the permittee for a period not exceeding one hundred eighty days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than ~~twice~~ three times~~or for more than a total of 365 days within a twelve month timeframe~~. If the work authorized by a permit is not commenced after the permit was extended ~~twice~~ three times~~within a period not to exceed 365 days~~, the permit shall be considered null and void and the permittee shall be required to obtain a new permit. Permit fees shall be charged as determined by the building official and based on the amount ~~and nature of permit activities remaining at the time the permit expired~~of work remaining to be completed.

C. Permits issued to correct code violations or for work that has been commenced or completed prior to permit issuance shall have 60 days to obtain a final inspection and all required inspections. The building official may shorten or extend the ~~60~~ 90-day period taking into consideration the severity of the code violation or other factors that the building official determines are reasonable.

SECTION 7: Section 15.04.080 (Violations.) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.080 Violations.

A. It is unlawful and a public nuisance for any persons, firm or corporation, whether as principal, agent, employee or otherwise, to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the unincorporated territory of Napa County, or cause the same to be done, contrary to or in violation of any of the provisions of this chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36. Maintenance of equipment which was unlawful at the time it was installed and which would be unlawful under this chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, shall constituted a continuing violation of this chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36.

B. In addition to any procedures for abatement set forth in Title 24 of the California Code of Regulations as adopted by Chapters 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, violations thereof or of Chapter 15.06 or 15.08 may be civilly abated or criminally prosecuted and punished in the manner set forth in Chapter 1.20 of this code for public nuisances as defined therein.

SECTION 8: Section 15.04.090 (Liability) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.090 Liability.

This chapter or Chapters 15.06, 15.08, 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36 shall not impose upon ~~the county of Napa~~ Napa County any liability or responsibility for damage resulting from defective building, plumbing, mechanical or electrical work; nor shall ~~the county of Napa~~Napa County, or any official or employee thereof, be held to assume any such liability or responsibility by reason of the inspection authorized hereunder.

SECTION 9: Section 15.04.100 (Board of appeals) of Chapter 15.04 (Administration of Building Regulations) of the Napa County Code is amended to read in full as follows:

15.04.100 Board of appeals.

A. In order to hear and decide appeals of orders, decisions or determination made by the building official relative to the application and interpretation of the regulations adopted by Chapters 15.12, 15.13, 15.14, 15.15, 15.16, 15.20, 15.24, 15.28, 15.29, 15.30, 15.32, 15.35, and 15.36, there shall be and is hereby created a unified board of appeals consisting of five voting members who are qualified by experience and training to pass upon matters pertaining to building construction and at least one of whom shall be qualified by experience and training to pass upon matters pertaining to disability access. None of the voting members shall be an employee of the county. The building official shall be an ex officio member of and shall act as secretary to the board of appeals but shall have no vote on any matter before the board. The board of appeals shall be appointed by the board of supervisors and shall hold office at its pleasure. The board of appeals shall adopt rules of procedure for conducting its business, shall

render its decisions and findings in writing to the appellant with a duplicate copy to the building official, and may recommend to the board of supervisors such new legislation as is consistent with those decisions.

B. The board of appeals shall have no authority relative to interpretation of the administrative provisions of the various codes adopted in this title, including all of Chapters 15.04 and 15.08, nor shall the board of appeals be empowered to waive the requirements of such codes.

C. The decision of the board of appeals is final, and may not be appealed in the manner provided by Chapter 2.88 of this code.

SECTION 10: Chapter 15.12 (Building Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.12

BUILDING CODE

Sections:

15.12.010 Document adopted by reference.
15.12.020 Modifications.
15.12.030 Section 105.5—Expiration of permits.
15.12.040 Sections 1.8.8, 113 and R112—Board of appeals.
15.12.050 Section 446.1—Scope.
15.12.060 Section 446.4—Limited application.
15.12.070 Section 446.5—Permits.
15.12.080 Section 446.7.3—Noncombustible construction.
15.12.090 Section 446.8.4—Noncombustible contents.
15.12.100 Section 446.8.5—Prohibited equipment.
15.12.110 Section 446.8.6—Hazardous materials storage.
15.12.120 Section 446.8.7—Special requirements for Type 3 winery cave.
15.12.130 Section 446.10—Fire alarm systems.
15.12.140 Reserved.
15.12.150 Section 446.16—Emergency communication.
15.12.160 Automatic fire systems: Section 903.2—Where required; Section R313.1—Townhouse automatic fire systems; Section R309—One- and two-family dwellings automatic sprinkler systems.
15.12.170 Reserved.
15.12.180 Section 907.1.6—False alarms.
15.12.190 Reserved.
15.12.200 Reserved.
15.12.210 Reserved.
15.12.220 Sections 1505.1 and R902.1—Roof coverings in all unincorporated areas.
15.12.230 Wood burning devices.
15.12.240 Reserved.

15.12.250 Reserved.
15.12.260 Reserved.
15.12.270 Reserved.
15.12.280 Reserved.
15.12.290 Reserved.
15.12.300 Reserved.

15.12.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction, the following two codes are adopted and made part of this Chapter by reference, subject to the modifications made herein:

A. The ~~2022~~ 2025 Edition of the California Building Code, Volumes I and II, including Appendices C, I, ~~and~~ J, and P, hereinafter referred to as "building code," which is based on the ~~2021~~ 2024 International Building Code adopted with modifications by the State of California as Title 24, Part 2 of the California Code of Regulations.

B. The ~~2022~~ 2025 Edition of the California Residential Code including Appendices ~~AH~~BF, ~~AQ~~BB, ~~AS~~BJ, ~~and AW~~BM, and CI, hereinafter referred to as "residential code," which is based on the ~~2021~~ 2024 International Residential Code adopted with modifications by the State of California as Title 24, Part 2.5 of the California Code of Regulations.

15.12.020 Modifications.

Each section of the building or residential code designated in the succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.12.025 Sections 105.2 and R105.2—Work exempt from permits.

Section 105.2 of the building code is amended to the extent set forth below:

Building

7. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work not resulting in dimensional changes between any of the following: walls, sinks, plumbing fixtures, electrical outlets, built in appliances and service panels.

Section R105.2 of the residential code is amended to the extent set forth below:

Building

6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work not resulting in dimensional changes between any of the following: walls, sinks, plumbing fixtures, electrical outlets, built in appliances and service panels.

15.12.030 Section~~s~~ 105.5 and R105.5—Expiration of permits.

Sections 105.5 of the building code and R105.5 of the residential code are amended to read as set forth in Section 15.04.070 of this code.

15.12.040 Sections 1.8.8, 113 and R112—Board of appeals.

The functions of the board of appeals referred to in Sections 1.8.8 and 113 of the building code and Section R112 of the residential code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.12.050 Section 446.1—Scope.

Section 446.1 of the building code is amended to read in full as follows:

446.1 Scope. In addition to other occupancy and construction requirements of the building code, special provisions for the occupancy and construction of subterranean space for winery facilities in natural or manmade caves, whether new or an addition to an existing cave shall be in accordance with this section.

15.12.060 Section 446.4—Limited application.

A. Section 446.4 of the building code is hereby amended to modify the following definition:

TYPE 3 WINERY CAVES. Natural or manmade caves used for the storage and/or processing of wine at a winery facility. Type 3 winery caves are accessible to the public on guided tours or by hosted events. Any cave or portion of a cave that exhibits any of the following is also considered to be a Type 3 cave:

1. Contains an area classified as a Group A occupancy.
2. Contains an area classified as other than Group F or S occupancy.
3. Is constructed or furnished with any amount of combustible materials not otherwise permitted in this section.

B. The following definitions are added to Section 446.4 of the building code:

HOSTED EVENTS. Any event held within the winery cave and attended by non-employees. This includes, but is not limited to: wine tasting; banquets; receptions; seminars; or any other event attended by people that are not employees of the winery. Hosted events are only allowed in caves or portions of caves that are Type 3.

TOURS. Whenever people who are not employees of the winery pass through or otherwise occupy a winery cave, for any purpose, including the tasting of wine. All tours must comply with 446.8.1 requirements for public tours.

15.12.070 Section 446.5—Permits.

Section 446.5 of the building code is hereby amended to read as follows:

446.5 Permits. Permits for the excavation, occupancy, construction, alteration, enlargement, or repair of Type 1, 2, and 3 winery caves, including all retaining walls, associated equipment, and facilities, shall be per Chapter 1 and Appendix J.

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15.12.080 Section 446.7.3—Noncombustible construction.

Section 446.7.3 is hereby added to the building code to read as follows:

446.7.3 Noncombustible construction: Type 1 and Type 2 winery caves must be constructed of noncombustible materials throughout.

Exception: Doors and other openings in exterior and interior walls and partitions may be made of combustible materials unless otherwise limited by this code.

15.12.090 Section 446.8.4—Noncombustible contents.

Section 446.8.4 is hereby added to the building code to read as follows:

446.8.4 Noncombustible contents. Contents of Type 1 and Type 2 winery caves shall not include combustible contents other than wine itself.

Exceptions:

1. Wooden barrels or tanks. Combustible storage vessels filled with wine, or to be filled with wine in the immediate future; may be empty as part of the wine processing and storage. Long term storage of empty wooden barrels or tanks is prohibited.
2. Wooden barrel supports that are constructed of at least 2-inch nominal dimension lumber.
3. Small quantities of combustible materials needed for immediate or frequent use in the processing and storage of wine, or to service and maintain restrooms, wine laboratories, or wine libraries, are allowed.

15.12.100 - Section 446.8.5—Prohibited equipment.

Section 446.8.5 is hereby added to the building code to read as follows:

446.8.5 Prohibited equipment. No hydrocarbon powered mechanized equipment shall be used within the wine cave. Powered equipment shall conform to the requirements of 2022 California Fire Code Section 4003.3.3.

15.12.110 Section 446.8.6—Hazardous materials storage.

Section 446.8.6 is hereby added to the building code to read as follows:

446.8.6 Hazardous materials storage. Only hazardous materials storage directly related to and essential for wine processing operations in the cave is allowed. Hazardous materials storage shall be maintained in compliance with Chapter 50 of the California Fire Code.

15.12.120 Section 446.8.7—Special requirements for Type 3 winery cave.

Section 446.8.7 is hereby added to the building code to read as follows:

446.8.7 Special requirements for Type 3 winery cave. Caves or portions of caves classified as Type 3 shall be provided with an automatic sprinkler system compliant with Section 903.

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15.12.130 Section 446.10—Fire alarm systems.

Section 446.10 of the building code is hereby amended to read as follows:

446.10 Fire alarm systems. An approved manual fire alarm system conforming to the provisions of Section 907.2.1 shall be provided in:

1. Type 1 or Type 2 winery caves containing restrooms, wine laboratories, or wine libraries.
2. All Type 3 winery caves.

15.12.140 Reserved.

15.12.150 Section 446.16—Emergency communication.

Section 446.16 is hereby added to the building code to read as follows:

446.16 Emergency Communication. Emergency Responder Communication Coverage in accordance with 2022 California Fire Code Section 510 is required in all caves.

15.12.160 Automatic fire systems: Section 903.2—Where required; Section R~~313.1~~309.1—Townhouse automatic fire systems; Section R~~313.2~~309.2—One- and two-family dwellings automatic sprinkler systems.

A. For the purposes of this section "building area" shall have the meaning set forth in chapter 2 of the building code, except where modified for Accessory Dwelling Units by Government Code Section 65852.2. "Existing" is defined as "previously permitted and approved building areas that: 1) are attached to the structure under review; and 2) maintain all structural elements in place, before, during and after construction".

B. Section 903.2 of the building code is hereby amended to read as set forth in Section 903.2 of the fire code, as amended in Section 15.32.090 of this code.~~follows:~~

~~903.2 Where required. In addition to the requirements of section 903.2.1 through 903.2.12 and 903.2.14 through 903.2.21, an approved automatic fire sprinkler system shall be installed and maintained in all occupancies as follows:~~

~~1. Throughout all new buildings with a building area of 3,600 square feet or greater; or~~

~~2. Throughout all additions to buildings already provided with an automatic fire sprinkler system; or~~

~~3. Throughout the entire building when an addition or expansion of 50% or greater of the existing building area occurs within any three year period and the resulting building area exceeds 3,600 square feet total floor area; or~~

~~4. Throughout an entire building which exceeds 3,600 square feet in building area when repair of significant structural damage to the existing building area (caused by flood, fire or earthquake, for example) requires rebuilding of 50% of the building structure.~~

~~Exceptions:~~

~~1. Group R-3 occupancies built in accordance with paragraphs C and D below.~~

~~2. Detached structures accessory to Group R-3 not classified as a dwelling unit.~~

~~3. Buildings that are exclusively Group U - Agricultural Buildings as defined in Appendix C of the building code.~~

C. Section R~~313.2~~309.1 of the residential code is amended to read as follows:

R~~313.2~~309.1 Townhouse automatic fire sprinkler systems.
An automatic sprinkler system shall be installed in townhouses.

Exception: An Automatic sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have automatic systems installed and where the addition or expansion increases the existing building area by 49% or less. Addition or expansion that will increase the existing building area by 50% or more shall be required to retrofit the entire building.

D. Section R~~313.2~~309.2 of the residential code is amended to read as follows:

R~~313.2~~309.2 One- and two-family dwellings automatic fire systems.
An automatic sprinkler system shall be installed in one- and two-family dwellings, guest cottages and detached structure containing sleeping rooms.

Exceptions:

1. An Automatic sprinkler system shall not be required where additions or alterations are made to existing buildings that do not have automatic systems installed and where the addition or expansion increases the existing building area by 49% or less. Addition or expansion that will increase the existing building area by 50% or more shall be required to retrofit the entire building.
2. Accessory Dwelling Unit, provided that all of the following are met:
   2.1. The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 65852.2.
   2.2. The existing primary residence does not have automatic fire sprinklers.
   2.3. The accessory detached dwelling unit does not exceed 1,200 square feet in size.
   2.4. The unit is on the same lot as the primary residence.

15.12.170 Reserved.

15.12.180 Section 907.1.6—False alarms.

Section 907.1.6 is hereby added to the building code to read as follows:

907.1.6 False alarms. A false alarm shall mean the receipt by the fire department of an audio or visual alarm or signal from an automatic fire alarm device set off by causes other than the occurrence of a fire. Alarm users are allowed three false alarm calls in a 365 day period. A service fee of $100 shall be imposed for the fourth false alarm, $250 for the fifth false alarm, and $500 for each subsequent false alarm after the fifth.

15.12.190 Reserved.

15.12.200 Reserved.

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15.12.210 Reserved.

15.12.220 Sections 1505.1 and R902.1—Roof coverings in all unincorporated areas.

Section 1505.11, of the building code and Section R902.1.-3 of the residential code are hereby ~~amended~~ added to read in full as follows:

1505.11 and R902.1.3 All roof coverings shall be a minimum of Class A roof assemblies and roof coverings.

15.12.230 Wood burning devices.

All wood burning devices, including but not limited to fireplaces and wood stoves, permanently installed indoors in new construction or any remodel, shall comply with the requirements of the Bay Area Air Quality Management District's Regulation 6, Rule 3, as the same may be amended.

15.12.240 ~~Section R337.6.3—Ventilation openings on the underside of eaves and cornices.~~

~~Section R337.6.3 of the residential code is amended to read in full as follows:~~

~~R337.6.3 Ventilation openings on the underside of eaves and cornices. Vents shall not be installed on the underside of eaves and cornices.~~**Reserved.**

15.12.250 ~~Section R337.7.5—Open roof eaves.~~

~~Section R337.7.5 of the residential code is amended to read in full as follows:~~

~~R337.7.5 Open roof eaves. Unenclosed roof eaves shall not extend further than eighteen (18) inches from the exterior wall measured at the ninety (90) degree angle from the exterior wall. The exposed roof deck on the underside of unenclosed roof eaves shall consist of one of the following:~~

~~1. Noncombustible material.~~
~~2. Ignition-resistant material.~~
~~3. One layer of 5/8-inch Type X gypsum sheathing applied behind an exterior covering on the underside exterior of the roof deck.~~
~~4. The exterior portion of a 1-hour fire resistive exterior wall assembly applied to the underside of the roof deck designed for exterior fire exposure including assemblies using the gypsum panel and sheathing products listed in the Gypsum Association Fire Resistance Design Manual.~~

~~Exceptions: the following materials do not require protection:~~
~~1. Solid wood rafter tails on exposed underside of open roof eaves having a minimum nominal dimension of 2 inch (50.8 mm).~~
~~2. Solid wood blocking installed between rafter tails on the exposed underside of open roof eaves having a minimum nominal dimension of 2 inch (50.8 mm).~~
~~3. Gable end overhangs and roof assembly projections beyond an exterior wall other than at the lower end of the rafter tails.~~

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~~4. Fascia and other architectural trim boards.~~**Reserved.**

15.12.260 ~~Section 337.7.6 Enclosed roof eaves and roof eave soffits.~~

~~Section R337.7.6 of the residential code is amended to read as follows:~~

~~R337.7.6 Enclosed roof eaves and roof eave soffits. Enclosed roof eaves and roof eave soffits shall not extend further than eighteen (18) inches from the exterior wall measured at a ninety (90) degree angle from the exterior wall. The exposed underside of enclosed roof eaves having either a boxed-in roof eave soffit with a horizontal underside, or sloping rafter tails with an exterior covering applied to the underside of the rafter tails, shall be protected by one of the following:~~

~~1. Noncombustible material.~~
~~2. Ignition-resistant material.~~
~~3. One layer of 5/8-inch Type X gypsum sheathing applied behind an exterior covering on the underside exterior of the roof deck.~~
~~4. The exterior portion of a 1-hour fire resistive exterior wall assembly applied to the underside of the roof deck designed for exterior fire exposure including assemblies using the gypsum panel and sheathing products listed in the Gypsum Association Fire Resistance Design Manual.~~
~~5. Boxed-in roof eave soffit assemblies with a horizontal underside that meet the performance criteria in Section R337.7.10 when tested in accordance with the test procedures set forth in ASTM E2957.~~
~~6. Boxed-in roof eave soffit assemblies with a horizontal underside that meet the performance criteria in accordance with the test procedures set forth in SFM Standard 12-7A-3.~~

~~Exceptions: The following materials do not require protection:~~
~~1. Gable and overhangs and roof assembly projections beyond an exterior wall other than at the lower end of the rafter tails.~~
~~2. Fascia and other architectural trim boards.~~**Reserved.**

15.12.270 ~~Section R337.7.10 Underside of appendages.~~

~~Section R337.7.10 of the residential code is amended to read as follows:~~

~~R337.7.10 Underside of appendages. The underside of overhanging appendages, including without limitation, decks and balconies, shall be enclosed to grade in accordance with the requirements of this chapter or the underside of the exposed underfloor shall consist of one of the following:~~

~~1. Noncombustible material.~~
~~2. Ignition-resistant material.~~
~~3. One layer of 5/8" type X gypsum sheathing applied behind an exterior covering on the underside of the floor projection.~~
~~4. The exterior portion of a one hour fire resistive exterior wall assembly applied to the underside of the floor including assemblies using the gypsum panel and sheathing listed in the Gypsum Association Fire Resistance Design Manual.~~
~~5. The underside of the floor assembly that meets the performance criteria in accordance with the test procedures set forth in either of the following:~~

~~5.1 SFM Standard 12-7A-3; or~~
~~5.2 ASTM E2957.~~
~~6. Heavy timber construction, consisting of minimum 6x6 columns, 4x8 floor joists, 4x10 or 6x8 beams, 3x ledgers and 2x decking meeting the requirements of Section R337.9 of the California Residential Code.~~**Reserved.**

15.12.280 ~~Section R337.10.3.1—Accessory building requirements.~~
~~Section R337.10.3.1 of the residential code is amended to read as follows:~~

~~R337.10.3.1 Accessory building requirements. All accessory structures located less than 50 feet from an applicable building shall be constructed of noncombustible materials or ignition-resistant materials as described in section R337.4.2.~~**Reserved.**

15.12.290 ~~Section R337.10.3.2—Attached miscellaneous structure requirements.~~
~~Section R337.10.3.2 of the residential code is amended to read as follows:~~

~~R337.10.3.2 Attached miscellaneous structure requirements. Applicable miscellaneous structures, including without limitation, patio covers, trellises, and carports, that are attached to, or installed at a distance of less than three feet from, an applicable building shall be constructed of noncombustible materials or of ignition-resistant materials as described in Section R337.4.2.~~**Reserved.**

15.12.300 ~~Section R337.10.3.3—Detached miscellaneous structure requirements.~~
~~Section R337.10.3.3 of the residential code is amended to read as follows:~~

~~R337.10.3.3 Detached miscellaneous structure requirements. Applicable detached miscellaneous structures that are installed at a distance of more than three feet but less than 50 feet from an applicable building shall be constructed of noncombustible materials or of ignition-resistant materials as described in Section R337.4.3.~~**Reserved.**

SECTION 11: A new Chapter 15.13 (Wildland-Urban Interface Code) is added to the Napa County Code to read in full as follows:

Chapter 15.13

WILDLAND-URBAN INTERFACE CODE

Sections:

15.13.010 Adoption by reference.

15.13.010 Adoption by reference.

For the purpose of establishing proper regulations for building construction and to safeguard the public health, safety, and general welfare from the hazards of wildfire and to ensure the protection of life, property, and natural resources in areas designated as Wildland-Urban Interface (WUI), the 2025 Edition of the California Wildland-Urban Interface Code,

hereinafter referred to as "WUI code," which is based on the 2024 Edition of the Wildland-Urban Interface Code as adopted with modifications by the State of California as Title 24, Part 7 of the California Code of Regulations, is hereby adopted and made a part of this code by reference, subject to any modifications set forth in this chapter. This adoption by reference explicitly includes all provisions of the WUI Code and any locally applicable Fire Hazard Severity Zone maps or designations as defined and adopted by the Authority Having Jurisdiction (AHJ).

SECTION 12: Section 15.14.010 (Document adopted by reference.) of Chapter 15.14 (Green Building Standards, Solar Photovoltaic, and Small Residential Solar Energy Systems) of the Napa County Code is amended to read in full as follows:

15.14.010 Document adopted by reference.

For the purpose of establishing and encouraging sustainable building construction practices having a positive environmental impact the ~~2022~~ 2025 California Green Building Standards (CALGreen) Code, as adopted by the State of California as Title 24, Part 11 of the California Code of Regulations, including section A4.106.8.2.1, is adopted and made a part of this Napa County code by reference.

SECTION 13: Chapter 15.20 (Plumbing Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.20

PLUMBING CODE

Sections:

15.20.010 Document adopted by reference.
15.20.020 Modifications.
15.20.030 Section 1.8.8—Appeals board.
15.20.040 Permits—Expiration.
15.20.050 Expiration of plan review.
15.20.060 Definition of terms.
15.20.065 Section 609.1—Installation.
15.20.070 Chapter 7, Part II modified and incorporated into Title 13, Division II.
15.20.075 Section 1210.1.1—Cover requirements.

15.20.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction and the installation of plumbing systems, the ~~2022~~ 2025 Edition of the California Plumbing Code, hereinafter referred to as "plumbing code," including Appendices A, B, and D, and I, which is based on the ~~2021~~ 2024 Edition of the Uniform Plumbing Code as adopted with modifications by

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the State of California as Title 24, Part 5 of the California Code of Regulations, is adopted and made a part of this code by reference, subject to the modifications set forth in this chapter.

15.20.020 Modifications.

Each section of the plumbing code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section, and all modifications of Chapter 7, Part II of the plumbing code are set forth in Division II, Title 13 of the code rather than in this chapter.

15.20.030 Section 1.8.8—Appeals board.

The functions of a board of appeals for the plumbing code referred to in Section 1.8.8 shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.20.040 Permits—Expiration.

Section 104.4.3 of the plumbing code is amended to read as set forth in Section 15.04.070 of this code.

15.20.050 Expiration of plan review.

Section 104.3.3 of the plumbing code is amended to read as set forth in Section 15.04.060 of this code.

15.20.060 Definition of terms.

A. The definition of "authority having jurisdiction" in Section 203.0 of the plumbing code is amended to read in full as follows:

Authority Having Jurisdiction

The Authority Having Jurisdiction shall be the building division of the Napa County Department of Planning, Building and Environmental Services; except that for the issuing of permits, collection of fees and inspections in connection with public sewers, the Authority Having Jurisdiction shall be, within their respective jurisdictions, the Napa Sanitation District, the Napa County Department of Public Works (for the Napa Berryessa Resort Improvement District and the Lake Berryessa Resort Improvement District), the Spanish Flat Water District or the Circle Oaks Water District; and for the administration of the provisions of the plumbing code relating to individual and private sewage disposal systems as defined in Division II of Title 13 of the Napa County Code (other than Section 723 of the plumbing code), the Authority Having Jurisdiction shall be the Napa County director of planning, building and environmental services or the director's authorized designee.

B. The definition of "lot" in Section 214.0 of the plumbing code is amended to read as set forth in Section 17.02.320 of this code.

C. The definition of "private sewage disposal system" in Section 218.0 of the plumbing code is amended to read as set forth in Section 13.16.345 of this code.

D. The definition of "public sewer" in Section 218.0 of the plumbing code is amended to read as set forth in Section 13.16.350 of this code.

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E. The definition of "sewage" in Section 221.0 of the plumbing code is amended to read as set forth in Section 13.16.360 of this code.

15.20.065 Section 609.1—Installation.

Section 609.1 of the plumbing code is amended to read as set forth in full as follows:

609.1 Installation. Water piping shall be adequately supported in accordance with Table 313.3. Burred ends shall be reamed to the full bore of the pipe or tube. Changes in direction shall be made by the appropriate use of fittings, except that changes in direction in copper or copper alloy tubing shall be permitted to be made with bends, provided that such bends are made with bending equipment that does not deform or create a loss in the cross-sectional area of the tubing. Changes in direction are allowed with flexible pipe and tubing without fittings in accordance with the manufacturer's instructions. Provisions shall be made for expansion in hot-water piping. Piping, equipment, appurtenances, and devices shall be installed in a workmanlike manner in accordance with the provisions and intent of the code. Building supply yard piping shall be not less than 12 inches (305 mm) below the average local frost depth. The cover shall be not less than 12 inches (305 mm) below finish grade. When water lines are installed underground within a vineyard, or other agricultural location where equipment is used to cultivate the earth, the burial depth shall be sufficiently lower than the potential cutting depth of equipment, but not less than 48" of cover in all cases.

15.20.070 Chapter 7, Part II modified and incorporated into Title 13, Division II.

The provisions of Chapter 7, part II, "Building Sewers," of the plumbing code are incorporated, with modifications, into Division II, "Sewage Systems," of Title 13 of this code, with the corresponding plumbing code references noted therein, except that Section 723 of the plumbing code is adopted without modification by and under this chapter.

15.20.075 Section 1210.1.1—Cover requirements.

Section 1210.1.1 of the plumbing code is amended to read as set forth in full as follows:

Underground piping systems shall be installed with a minimum of 12 inches (305 mm of cover. The minimum cover shall be increased to 18 inches (457 mm) if external damage to the pipe or tubing from external forces is likely to result. Where a minimum of 12 inches (305 mm) of cover cannot be provided, the pipe shall be installed in conduit or bridged (shielded). [NFPA 54:7.1.2.1 – 7.1.2.1 ~~(A)~~(B)] When natural or liquefied petroleum gas (LPG) lines are installed underground within a vineyard, or other agricultural location where equipment is used to cultivate the earth, the burial depth shall be sufficiently lower than the potential cutting depth of equipment, but not less than 48" of cover in all cases.

SECTION 14: Chapter 15.24 (Mechanical Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.24

MECHANICAL CODE

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Sections:

15.24.010 Document adopted by reference.
15.24.020 Modifications.
15.24.030 Sections 1.8.8 and 107.0—Board of appeals.
15.24.040 104.4.3—Permits—Expiration.
15.24.050 104.3.3—Expiration of plan review.

15.24.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction and for the installation of mechanical systems, the ~~2022~~ 2025 Edition of the California Mechanical Code, hereinafter referred to as "mechanical code," ~~including Appendices A, B, C and D,~~ which is based on the ~~2021~~ 2024 Edition of the Uniform Mechanical Code as adopted with modifications by the State of California as Title 24, Part 4 of the California Code of Regulations, is adopted and made a part of this code by reference, subject to the modifications set forth in this chapter.

15.24.020 Modifications.

Each section of the mechanical code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.24.030 Sections 1.8.8 and 107.0—Board of appeals.

The functions of the board of appeals referred to in Sections 1.8.8 and ~~108~~ 107 of the mechanical code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.24.040 104.4.3—Permits—Expiration.

Section 104.4.3 of the mechanical code is amended to read as set forth in Section 15.04.070 of this code.

15.24.050 104.3.3—Expiration of plan review.

Section 104.3.3 of the mechanical code is amended to read as set forth in Section 15.04.060 of this code.

SECTION 15: Chapter 15.28 (Electrical Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.28

ELECTRICAL CODE

Sections:

15.28.010 Document adopted by reference.
15.28.020 Modifications.
15.28.030 Section 89.108.8 and Section 80.15 Annex H—Appeals board and electrical board.

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15.28.040 Section 80.2 Annex H—Chief electrical inspector.
15.28.050 Section 80.19(H) Annex H—Applications and extensions.
15.28.060 ~~Section~~ Article 225.32—Location.
15.28.070 Table 300.5—Minimum cover requirements.
15.28.080 ~~Section~~ Article 690.4—Installation.

15.28.010 Document adopted by reference.

For the purpose of establishing proper regulations for building construction and for the installation of electrical systems, the provisions of the ~~2022~~ 2025 Edition of the California Electrical Code, hereinafter referred to as "electrical code," including Annexes A through H, which is based upon the ~~2020~~ 2023 Edition of the National Electrical Code as adopted with modifications by the State of California as Title 24, Part 3 of the California Code of Regulations, is adopted and made a part of this code by reference.

15.28.020 Modifications.

Each section of the electrical code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.28.030 Section 89.108.8 and Section 80.15 Annex H—Appeals board and electrical board.

The functions of a board of appeals referred to in Section 89.108.8 and the electrical board in Section 80.15 Annex H of the electrical code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals or electrical board shall be created.

15.28.040 Section 80.2 Annex H—Chief electrical inspector.

For purposes of Section 80.2 Annex H of the electrical code, the building official is designated as the chief electrical inspector. The building official and that official's designees shall be responsible for the enforcement of this Chapter 15.28.

15.28.050 Section 80.19(H) Annex H—Applications and extensions.

For purposes of Section 80.19(H) Annex H of the electrical code, the time limitations for applications and expiration of permits shall be as provided in Sections 15.04.060 and 15.04.070 of this code.

15.28.060 ~~Section~~ Article 225.32—Location.

The first paragraph of ~~Section~~ Article 225.32 of the electrical code is amended to read as follows, and the listed exceptions following therein shall remain in effect:

225.32 Location. The disconnecting means shall be installed on the outside of the building or structure served or where the conductors pass through a building or structure and within sight for emergency and utility vehicles entering the property. The disconnecting means shall be at a readily accessible location nearest the point of entrance of the conductors. For the purposes of this section, the requirements in 230.6 shall be utilized.

15.28.070 Table 300.5—Minimum Cover Requirements.

Table 300.5 of the electrical code is amended by adding the following Note 6:

6. When electrical conductors are installed underground within a vineyard, or other agricultural location where equipment is used to cultivate the earth, the burial depth shall be sufficiently lower than the potential cutting depth of equipment, but not less than 48" of cover in all cases.

15.28.080 ~~Section~~ Article 690.4—Installation.

~~Section~~ Article 690.4 of the electrical code is hereby amended by adding the following subsection (I):

(I) Working Space. The requirements found in ~~Section~~ Article 110.26 for spaces about electrical equipment shall apply to inverters and other portions of a photovoltaic system likely to require examination, adjustment, servicing, or maintenance while energized.

SECTION 16: Chapter 15.29 (Energy Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.29

ENERGY CODE

Sections:

15.29.010 Document adopted by reference.
15.29.030 Options for homebuyers.
15.29.040 Definitions.
15.29.050 Electrical readiness for nonresidential structures.
15.29.060 Electrical readiness for single-family units.
15.29.070 Performance requirements for single-family units.
15.29.080 ~~Electric vehicle (EV) charging for new single-family units and duplexes.~~Reserved.
15.29.090 Electric readiness for multifamily units.
15.29.100 Performance requirements for multifamily units.

15.29.010 Document adopted by reference.

The 2022 Edition of the California Energy Code, adopted by the State of California as Title 24, Part 6 of the California Code of Regulations, is adopted and made a part of this code by reference.

15.29.030 Options for homebuyers.

Section 100.0.(e).2.D is amended to read as follows:

D. Single-family buildings.

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i. Sections applicable. Sections 150.0 through 150.1 apply to newly constructed single-family buildings.
ii. Compliance approaches. In order to comply with Part 6, newly constructed single-family buildings must meet the requirements of:

a. Mandatory measures: The applicable provisions of Sections 110.0 through 110.10, and 150.0; and

b. Either:

(i) Performance approach: Sections 150.1(a) and (b); or

(ii) Prescriptive approach: Sections 150.1(a) and
Exception to Section 100.0(e)2Diib: Seasonally occupied agricultural housing limited by state or federal agency contract to occupancy not more than 180 in any calendar year.

(iii) Designers, builders, licensed contractors, professionals, or other owner designees of newly constructed single-family buildings shall provide all owners with the option of installing a stationary storage battery system and/or all-electric appliances.

15.29.040 Definitions.

Section 100.1.(b) is modified by adding the following definitions:

CERTIFIED ENERGY ANALYST is a person registered as a Certified Energy Analyst with the California Association of Building Energy Consultants as of the date of submission of a Certificate of Compliance as required under Section 10.103.

FREE-STANDING ACCESSORY DWELLING UNIT is a detached building that is not intended for sale separate from the primary residence, except pursuant to Government Code Sections 66340 et seq., on a lot that is zoned for single-family or multifamily use, located on the same lot as an existing dwelling, and does not exceed 1,200 square-feet of total floor area.

15.29.050 Electric readiness for nonresidential structures.

A new section 120.9.(d) is added to read as follows:

120.9(d) Where systems using gas are installed, dedicated circuits at the main building panel shall be provided with sufficient power to support future conversion of all fossil fuel-fired service water heating appliances to electric appliances.

15.29.060 Electric readiness for single-family units.

The first two paragraphs of Section 150.0 are modified to read as follows:

SECTION 150.0 - MANDATORY FEATURES AND DEVICES
Single-family residential buildings shall comply with the applicable requirements of Sections 150(a) through 150.0(v).

NOTE: The requirements of Sections 150.0(a) through 150.0(v~~r~~) ~~and 150.0(t)3~~ apply to newly constructed buildings. Sections 150.2(a) and 150.2(b) specify which requirements of Sections 150.0(a) through 150.0(~~r~~v) also apply to additions or alterations.

Section 150.0.(t) is modified to read as follows:
(t) Heat Pump Space Heater Ready.

Systems using gas furnaces to serve individual dwelling units shall include the following:

1. A dedicated 240-volt branch circuit wiring shall be installed within 3 feet from the furnace and accessible to the furnace with no obstructions. The branch circuit conductors shall be rated at 30 amps minimum. The blank cover shall be identified as "240V ready". All electrical components shall be installed in accordance with the California Electrical Code.

2. The main electrical service panel shall have a reserved space to allow for the installation of a double pole circuit breaker for a future heat pump space heater installation. The reserved space shall be permanently marked as "For Future 240V use".

3. A designated exterior location for a future heat pump compressor unit with either a drain or natural drainage for condensate.

15.29.070 Performance requirements for single-family units.

A new section 150.1.(b).1.~~A~~ C is added to read as follows:

In addition, the total source energy (EDR1) of the Proposed Design Building shall be less than the EDR1 of the Standard Design building by a compliance margin of 13.

EXCEPTION 1 to Section 150.1(b)1.~~A~~C. A Free-Standing Accessory Dwelling Unit.

EXCEPTION 2 to Section 150.1(b)1.~~A~~C. If the Certificate of Compliance is prepared and signed by a Certified Energy Analyst, compliance margin may be reduced by one point, but in no event shall be less than zero.

15.29.080 ~~Electric vehicle (EV) charging for new single-family units and duplexes.~~

~~A new section A4.106.8 is added to read as follows:~~

~~New construction of one- and two-family units, including townhouses, with attached garages shall comply with Section A4.106.8.a to facilitate the installation and use of EV ready spaces. Electric vehicle supply equipment (EVSE) shall comply with the California Electrical Code. The following requirements shall apply:~~

~~1. Tier 1 and Tier 2. For each dwelling unit, a dedicated 208/240-volt branch circuit shall be installed in the raceway required by Section 4.106.4.1. The branch circuit and associated overcurrent protective device shall be rated at 40 amperes minimum. Other electrical components, including a receptacle or blank cover, related to this section shall be installed in accordance with the California Electrical Code.~~

~~2. The service panel or subpanel circuit directory shall identify the overcurrent protective device designated for future EV charging purposes as "EV READY" in accordance with the California Electrical Code. The receptacle or blank cover shall be identified as "EV READY."~~ **Reserved.**

15.29.090 Electric readiness for multifamily units.

A new section 160.4.(g) is added to read as follows:

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Systems using gas water heaters that do not serve individual dwelling units shall include dedicated circuits at the main building panel with sufficient power to support future conversion of all fossil fuel-fired service water heating appliances to electric appliances.

15.29.100 Performance requirements for multifamily units.

Section 170.1 is modified to read as follows:

SECTION 170.1 - PERFORMANCE APPROACH: ENERGY BUDGETS
A building complies with the performance approach if the TDV energy budget calculated for the Proposed Design Building under Subsection (b) is no greater than the TDV energy budget calculated for the Standard Design Building under Subsection (a). Additionally, the energy budget, expressed in terms of source energy, of a newly constructed low-rise multifamily building (less than four habitable stories) shall be at least ten percent (10%) lower than that of the Standard Design Building.

EXCEPTION 1 to Section 170.1. If the Certificate of Compliance is prepared and signed by a Certified Energy Analyst, the compliance margin may be reduced to by one percentage point, but in no event shall be less than zero.

SECTION 17: Section 15.30.010 (Document adopted by reference.) of Chapter 15.30 (Historical Building Code) of the Napa County Code is amended to read in full as follows:

15.30.010 Document adopted by reference.

For the purpose of establishing proper regulations for the renovation of historical buildings the ~~2022~~ 2025 Edition of the California Historical Building Code, hereinafter referred to as "historical building code" adopted by the State of California as Title 24, Part 8 of the California Code of Regulations, is adopted and made a part of this Napa County code by reference.

SECTION 18: Chapter 15.32 (Fire Code) of the Napa County Code is amended to read in full as follows:

Chapter 15.32

FIRE CODE

Sections:

15.32.010 Document adopted by reference.
15.32.020 Modifications.
15.32.030 Section 101.6—Application.
15.32.033 Section 104.7.2—Inspections.
15.32.035 Section 104.10—Fire investigations.
15.32.037 Section 105.3.1—Expiration.

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15.32.040 Section 111—Means of appeals.
15.32.050 Section 112.4—Violation penalties.
15.32.060 Section 113.4—Failure to comply.
15.32.065 Section 307.6—Non-portable and Built-in fire pits.
15.32.070 Section 503.1—Where required.
15.32.073 Section 505.1—Address identification.
15.32.075 Section 507.5.7—Fire hydrant specifications and Fire Flow requirements.
15.32.077 Section 604.6.3—Prohibition of shunt trip devices and sprinklers in elevator systems.
15.32.080 Section 901.4.7.1—Access.
15.32.090 Section 903.2—Where required.
15.32.100 Section 903.2.8.1—Group R-3.
15.32.105 Section 903.4.3—Alarms.
15.32.110 Section 907.1.6—False alarms.
15.32.113 Section 907.6—Installation and monitoring.
15.32.115 Section 1205.5.1—Vegetation control.
15.32.117 Section 1207.1—Electrical energy storage systems (ESS).
15.32.120 Reserved.
15.32.130 Reserved.
15.32.140 Reserved.
15.32.150 ~~Section 4906.2—Application.~~Reserved.
15.32.160 ~~Section 4906.3—Requirements.~~Reserved.
15.32.170 ~~Section 4907.1—General.~~Reserved.
15.32.180 ~~Section 4907.2—Roadways.~~Reserved.
15.32.190 ~~Section 4907.5—Corrective actions.~~Reserved.
15.32.193 ~~Chapter 80—NFPA 13D-16, Section 7.6.~~Reserved.
15.32.195 ~~Chapter 80—NFPA 1142-17, Section 8.9.~~Reserved.
15.32.197 Chapter 80—NFPA 13D-22, Section 7.5.6.3, NFPA 13D-22, Section 7.5.6.3
15.32.200 Section B105.4—Fire flow and water supply for parcels not served by municipal water supply.
15.32.210 Appendix C, Section C103.1—Hydrant spacing.
15.32.220 Reserved.
15.32.230 Reserved.
15.32.240 Reserved.
15.32.250 Reserved.
15.32.260 Reserved.
15.32.270 Reserved.

15.32.010 Document adopted by reference.

For the purpose of establishing proper regulations to safeguard the public health, safety and general welfare from the hazards of fire, the ~~2022~~ 2025 Edition of the California Fire Code, including Chapter 4, and Appendices B and C, hereinafter referred to as the "fire code," which is based on the ~~2021~~ 2024 International Fire Code adopted with modifications by the State of California as Title 24, Part 9 of the California Code of Regulations, is adopted and made part of

this code by reference, subject to the modifications set forth in this chapter. This adoption by reference explicitly includes Sections 104.7 and 104.7.1 of the ~~2022~~ 2025 Edition of the California Fire Code.

15.32.020 Modifications.

Each section of the fire code designated in succeeding sections of this chapter shall be changed to read as set forth in this chapter, except that where the modification is a deletion only, the deletion shall be noted without setting forth the text of the section.

15.32.030 Section 101.6—Application.

Section 101.6 is added to Division II of Chapter 1 of the fire code to read as follows:

101.6 Application – Napa County. This code shall apply to all unincorporated areas of Napa County for the purpose of establishing minimum fire safety requirements for development in unincorporated Napa County.

Exception: Property located in unincorporated Napa County within the American Canyon Fire Protection District shall follow the ordinances adopted by that District.

15.32.033 Section 104.7.2—Inspections.

Section 104.7.2 of the fire code is amended to read as follows:

Section 104.7.2 Inspections. The fire code official shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each. Such records shall also include photographic documentation of the inspected conditions, where applicable, to support the findings and actions taken during the inspection.

15.32.035 Section 104.10—Fire investigations.

Section 104.10.2 of the fire code is added to read as follows:

Section 104.10.2 Investigations. The fire code official is authorized to conduct fire investigations and to document conditions as necessary. This includes the authority to take photographs, record video, or collect other forms of evidence during the course of an investigation, when deemed appropriate by the fire code official.

15.32.037 Section 105.3.1—Expiration.

Section 105.3.1 of the fire code is amended to read as follows:

Section 105.3.1 Permit validity, expiration, revocation, modification, and transferability.

A. Operational Permits.
Operational permits shall remain in effect until reissued, renewed, revoked, or for the period of time specified on the permit.

B. Construction Permits.
Fire-related permits shall follow the same permit expiration procedures established by the Napa County Building Division, as outlined in Section 15.04.070 – Expiration of permits.

C. Revocation of Permits.

The fire code official is authorized to revoke a permit issued under this code in any of the following circumstances:

1. The permit was issued in error or on the basis of incorrect, inaccurate, or incomplete information.
2. The permit holder violates any provision of the applicable fire code, municipal code, or conditions of the permit.
3. The permit is used for a location, operation, or activity other than that authorized by the permit.
4. The permit holder fails to comply with lawful orders issued by the fire code official.

D. Modification of Permits.

Any proposed modification to the scope, occupancy, use, or conditions of an issued permit shall be submitted to the fire code official for review. Modifications shall not be made without prior written approval, and may require the issuance of a new or amended permit at the discretion of the fire code official.

E. Non-Transferability of Permits.

Permits issued under this code are non-transferable. Any change in occupancy, operation, tenancy, or ownership shall require the issuance of a new permit.

15.32.040 Section 111—Means of appeals.

Section 111 of the fire code is amended to read as follows:

111. Means of appeals. The functions of the board of appeals referred to in Section 111 of the fire code shall be performed by the unified board of appeals constituted pursuant to Section 15.04.100 of this code and no separate board of appeals shall be created.

15.32.050 Section 112.4—Violation of penalties.

Section 112.4 of the fire code is amended to read as follows:

112.4. Violation penalties. Persons who violate a provision of this code or fail to comply with any approved construction documents or directives of the fire marshal or marshal's authorized designee, or conditions of a permit or certificate used under provisions of this code, shall be subject to penalties as prescribed by law.

15.32.060 Section 113.4—Failure to comply.

Section 113.4 of the fire code is amended to read as follows:

113.4. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalties as prescribed by law.

15.32.065 Section 307.6—Non-Portable and built-in fire pits.

Section 307.6 is added to read in full as follows:

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307.6.1 General.
This section applies to all exterior non-portable or built-in fire pits, including those constructed as part of landscaping features, outdoor kitchens, or permanent fire features, whether fueled by wood or non-wood sources.

307.6.2 Location.

1. Non-Wood Burning Fire Pits.
   Non-wood burning fire pits, including those fueled by natural gas, propane, or other approved clean-burning fuels, shall be located a minimum of 15 feet from any combustible material or combustible construction.
2. Wood-Burning Fire Pits.
   Fire pits designed to burn wood or other solid fuels shall be located at a minimum of 25 feet from any combustible material or combustible construction.

307.6.3 Use and Maintenance.

1. Fire pits shall be installed and operated in accordance with the manufacturer's instructions and all applicable provisions of the California Fire Code and the California Building Code.
2. Fire pits shall not be used during periods of high fire danger, red flag warnings, or when otherwise prohibited by the fire code official.
3. A responsible adult shall be present at all times when a fire pit is in use. Fires shall be fully extinguished after use.
4. A readily available method of fire extinguishment, such as a garden hose, portable fire extinguisher, or bucket of sand, shall be maintained in close proximity during use.

307.6.4 Authority to Enforce.
The fire code official is authorized to require the immediate cessation of use, modification, or removal of any fire pit deemed to be unsafe, improperly maintained, or not in compliance with this section.

15.32.070 Section 503.1—Where required.

Section 503.1 of the fire code is amended to read in full as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and the Napa County Road and Street Standards.

15.32.073 Section 505.1—Address identification.

Section 505.1 of the fire code is amended to read in full as follows:

505.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters.

Numbers shall not be spelled out. Each character shall not be less than 6 inches (152 mm) high with a minimum stroke width of ¾ inch (19 mm), except that for one- or two-family dwellings, each character shall not be less than 4 inches (102 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address identification shall be maintained.

15.32.075 Section 507.5.7—Fire hydrant specifications and fire flow requirements.

A new section 507.5.7 is added to the fire code to read in full as follows:

507.5.7 Fire Hydrant Specifications and Fire Flow Requirements. Fire hydrant size, ~~and~~ outlets configuration, and performance standards shall comply ~~shall be in accordance~~ with the Napa County Fire Development Guidelines or as approved by the fire code official.

15.32.077 Section 604.6.3—Prohibition of shunt trip devices and sprinklers in elevator systems.

Section 604.6.3 is deleted and replaced in its entirety with the following:

604.6.3.1 Shunt Trip Prohibited
Shunt trip devices shall not be installed in elevator systems.

604.6.3.2 Alternative Requirements in Sprinklered Buildings.
Where elevator hoistways and/or elevator machine rooms containing elevator control equipment are located within buildings equipped with automatic fire sprinkler systems, the following shall apply in lieu of shunt trip devices:

1. Fire-Resistive Construction.
   Elevator machine rooms shall be enclosed with fire-resistive construction having a fire-resistance rating equal to that of the hoistway. Where the hoistway is non-rated, the machine room shall be enclosed with fire barriers having a minimum one-hour fire-resistance rating in accordance with California Building Code section 707.
2. Prohibited Sprinkler Locations.
   Automatic fire sprinklers shall not be installed:
   a. At the top of the elevator hoistway; and
   b. Within the elevator machine room.
3. Elevator Shutdown Devices.
   Means for automatic elevator power shutdown (shunt trip) shall not be installed.

15.32.080 Section 901.4.7.1—Access.

Section 901.4.7.1 of the fire code is amended to read in full as follows:

901.4.7.1 Access. Commercial automatic sprinkler system risers, fire pumps, and controllers shall be readily accessible from the exterior of the building. Where located in a fire pump room or automatic sprinkler riser room, the door shall be permitted to be locked provided the key is available at all times on site.

15.32.090 Section 903.2—Where required.

A. For the purposes of this section "building area" shall have the meaning set forth in chapter 2 of the building code, except where modified for Accessory Dwelling Units by Government Code Section 65852.2. "Existing" is defined as "previously permitted and approved building areas that: 1) are attached to the structure under review; and 2) maintain all structural elements in place, before, during, and after construction".

B. Section 903.2 of the fire code is amended to read in full as follows:

903.2 Where Required. In addition to the requirements of Sections 903.2.1 through 903.2.12 and 903.2.14 through 903.2.21, an approved automatic fire sprinkler system shall be installed and maintained in all occupancies as follows:

1. Throughout all new buildings with a building area of ~~3,600~~1,000 square feet or greater; or

2. Throughout all additions to buildings already provided with an automatic fire sprinkler system; or

3. ~~Throughout the entire building when an addition or expansion of 50% or greater of the existing building area occurs within any three-year period and the resulting building area exceeds 3,600 square feet total floor area;~~Throughout the entire building when:

   a. The addition or expansion equals or exceeds 50% of the existing building area, within any 3-year period; and

   b. The resulting total building area exceeds 1,000 square feet; or

4. Throughout an entire building which exceeds ~~3,600~~1,000 square feet in building area when repair of significant structural damage to the existing building area (caused by fire, flood, or earthquake, for example) requires rebuilding of 50% of the building structure.

5. When the scope of work involves the alteration or removal of any existing structural framing that meets or exceeds fifty percent (50%) or greater of the linear footage of exterior walls, cumulative within a 3-year period.

Exceptions:

1. ~~Group R-3 along with Group U garages or carports that are attached to and accessory to the R-3 occupancy built in accordance with Section 15.12.160.~~

2. ~~Detached structures accessory to Group R-3 not classified as a dwelling unit.~~Detached Group U structures accessory to a non-sprinklered Group R-3 single-family residence, including but not limited to pool houses, workshops, private garages, and similar structures, shall not be required to be sprinklered, provided all of the following conditions are met:

   a. The new structure is detached from the main residence.

   b. The total floor area of the structure is less than 1,000 square feet.

   c. The structure is not intended for use as a dwelling unit or for sleeping purposes.

   For the purposes of this section, "dwelling unit" shall be defined as a building or portion thereof providing complete independent living facilities, including provisions for sleeping, cooking, and sanitation, consistent with the California Residential Code.

23. Buildings that are exclusively Group U – Agricultural Buildings as defined in Appendix C of the building code.

15.32.100 Section 903.2.8.1—Group R-3

Section 903.2.8.1 of the fire code is amended to read in full as follows:

903.2.8.1 Group R-3. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 occupancies and shall be provided throughout all one- and two-family dwellings, or guest cottages, regardless of square footage in accordance with the California Residential Code. An automatic sprinkler system shall be installed in all mobile homes, manufactured homes, and multi-family manufactured homes with two or more dwelling units in accordance with Title 25 of the California Code of Regulations.

15.32.105 Section 903.4.3—Alarms

Section 903.4.3 is added to the fire code to read as follows:

903.4.3 Alarms. An approved audible and visual sprinkler waterflow alarm device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a waterflow switch is required by Section 903.4.1 to be electrically supervised, such sprinkler waterflow alarm devices shall be powered by a fire alarm control unit or, where provided, a fire alarm system. Where a fire alarm system is provided, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

15.32.110 Section 907.1.6—False alarms.

Section 907.1.6 of the fire code is added to read as follows:

907.1.6 False Alarms. A false alarm shall mean the receipt by the Fire Department of an audio or visual alarm or signal from an automatic fire alarm device set off by causes other than the occurrence of a fire. Alarm users are allowed three (3) false alarm calls in a 365-day period. A service fee of $100 shall be imposed for the fourth false alarm, $250 for the fifth false alarm, and $500 for each subsequent false alarm after the fifth.

15.32.113 Section 907.6—Installation and monitoring.

Section 907.6.1.2 of the fire code is added to read as follows:

1. Wiring Installation.
   All fire alarm system wiring shall be installed in metallic conduit or approved raceways per the California Electrical Code (CEC) and NFPA 72 (2025).
2. Prohibited Wiring.
   Armored cable (Type AC) and other non-approved cable types are not permitted for fire alarm wiring unless approved by the Napa County Fire Marshal and Electrical Inspector.
3. Conduit Sizing and Support.
   Conduits shall comply with CEC Chapter 9 conduit fill limitations to ensure proper installation and maintenance. Conduits shall be installed using approved hangers and

supports, with spacing in accordance with the requirements of the California Electrical Code (CEC) Article 358.30 and the manufacturer's recommendations. Under no circumstances shall any other wiring or cabling be attached to, or supported by, the conduit.

4. Wire Specifications.
   Wiring shall be copper conductors with insulation and ratings per CEC and NFPA 72. Wire type, size, and number of conductors must be shown on all shop drawings and floor plans.
5. Approval and Documentation.
   All plans must include wiring details and conduit fill calculations. Any deviations require prior approval by Napa County Fire and Electrical officials.

15.32.115 Section 1205.5.1—Vegetation control.

Section 1205.5.1 of the fire code is amended to read in the full as follows:

1205.5.1 Vegetation Control. A clear, brush-free area of 10 feet (3048 mm) shall be required around the perimeter of the ground-mounted photovoltaic arrays. A noncombustible base of gravel or a noncombustible base, approved by the fire code official, shall be installed and maintained under the photovoltaic arrays and associated electrical equipment installations.

15.32.117 Section 1207.1—Electrical Energy Storage Systems (ESS)

Section 1207.1 of the fire code is amended to read in full as follows:

1207.1 Electrical Energy Storage Systems (ESS). ESS in Group R-3 and R-4 occupancies including accessory Group U structures, shall comply with Section 1207.11

15.32.120 Reserved.

15.32.130 Reserved.

15.32.140 Reserved.

15.32.150 ~~Section 4906.2—Application.~~

~~Section 4906.2 of the fire code is amended to read as follows:~~

~~**4906.2 Application. Buildings and structures located within unincorporated Napa County shall maintain the hazardous vegetation and fuel management requirements.**~~**Reserved.**

15.32.160 ~~Section 4906.3—Requirements.~~

~~A new subsection (5) is added to Section 4906.3 of the fire code is to read as follows:~~

~~**5. Napa County Code, Chapter 8.36 (Fire Protection - Fire Hazard Abatement).**~~
Reserved.

15.32.170 ~~Section 4907.1—General.~~

~~Section 4907.1 of the fire code is amended to read as follows:~~

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~~4907.1 General. Defensible space will be maintained around all buildings and structures within all areas of unincorporated Napa County as required by Public Resources Code Section 4290, 4291; Title 14 California Code of Regulations Section 1270; and Chapter 8.36 of the Napa County Code.~~**Reserved.**

15.32.180 ~~Section 4907.2—Roadways.~~

~~Section 4907.4 is added to the fire code to read as follows:~~

~~4907.4 Roadways. The fire code official is authorized to cause areas within 10 feet on each side of portions of all roads, driveways and fire department access roads which are improved, designed or ordinarily used for vehicular traffic to be cleared of flammable vegetation and other combustible growth.~~

~~Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover provided they do not form a means of readily transmitting fire.~~ **Reserved**

15.32.190 ~~Section 4907.5—Corrective actions.~~

~~Section 4907.5 is added to the fire code to read as follows:~~

~~4907.5 Corrective Actions. The fire code official is authorized to give notice to the owner of the property upon which conditions regulated by Section 4907.1 exist to correct such conditions. If the owner fails to correct such conditions, the fire code official is authorized to cause the same to be done and make the expense of such correction a lien upon the property where such condition exists.~~ **Reserved.**

15.32.193 ~~Chapter 80—NFPA 13D-16, Section 7.6.~~

~~NFPA 13D-16, Section 7.6 is amended to read in full as follows:~~

~~7.6 A local waterflow alarm shall be provided on all sprinkler systems on the exterior of the home within 10 feet of the riser location, or as approved by the fire code official.~~ **Reserved.**

15.32.195 ~~Chapter 80—NFPA 1142-17, Section 8.9.~~

~~NFPA 1142-17, Section 8.9 is added to Chapter 80 of the fire code, to read in full as follows:~~

~~8.9 Wet Draft Hydrants. When the stored water level supplying a dry hydrant is at an elevation lower than the dry hydrant outlet, the dry section of the draft hydrant shall be plumbed to a second water source, such that the draft hydrant pipe shall remain full of water in accordance with the following provisions:~~

~~1. A means (such as a check valve) shall be provided to prevent the added water from flowing into the storage vessel.~~

~~2. Cross-contamination protection in accordance with the 2022 California Plumbing Code Section 602.2 shall be provided for plan review and inspection by the Napa County Building Division.~~**Reserved.**

15.32.197 Chapter 80—NFPA 13D-22, Section 7.5.6.3. NFPA 13D-22, Section 7.5.6.3.

Chapter 80 – NFPA 13D-22, Section 7.5.6.3. NFPA 13D-22, Section 7.5.6.3 is amended to read in full as follows:

The following practices shall be observed when installing residential sprinklers unless higher expected ambient temperatures require a higher temperature rating:

(6) Sprinklers in unconditioned garages shall be of intermediate temperature classification or higher.

15.32.200 Section B105.4—Fire flow and water supply for parcels not served by municipal water supply.

A new section B105.4 is added to Appendix B of the fire code to read as follows:

B105.4 Fire flow and water supply for parcels not served by municipal water supply. For parcels not served by a municipal water supply, NFPA 1142-~~17~~22, Chapter 4 shall be used to calculate minimum water storage requirements for fire flow. ~~Where a reduction in fire flow is granted to a parcel in tables B105.1 and B105.2 due to an automatic sprinkler system, the same reduction shall apply, except where prohibited by NFPA 1142.17, Section 4.2.2.~~ The Napa County Fire Marshal's Office permits a 25% reduction in required water storage if the subject building or structure is equipped with an NFPA 13, NFPA 13D, or NFPA 13R fire sprinkler system.

Exceptions:
Reductions in required water supply are not provided for structures located in High or Very High Severity Zones.

15.32.210 Appendix C, Section C103.1—Hydrant spacing.

Section C103.1 of Appendix C of the fire code is amended to read in full as follows:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the California Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with the ~~County of Napa~~Napa County Development Guidelines or as approved by the fire code official.

15.32.220 Reserved.

15.32.230 Reserved.

15.32.240 Reserved.

15.32.250 Reserved.

15.32.260 Reserved.

15.32.270 Reserved.

SECTION 19: Section 15.35.010 (Document adopted by reference.) of Chapter 15.35 (Existing Building Code) of the Napa County Code is amended to read in full as follows:

15.35.010 Document adopted by reference.

The ~~2022~~ 2025 California Existing Building Code, hereinafter referred to as "existing building code" which is based on the ~~2021~~ 2024 International Existing Building Code, adopted with modifications by the State of California as Title 24, Part 10 of the California Code of Regulations, is adopted and made a part of this Napa County Code by reference.

SECTION 20: Section 15.48.010 (Documents adopted by reference.) of Chapter 15.48 (Public Swimming Pools—Operating Permits) of the Napa County Code is amended to read in full as follows:

15.48.010 Documents adopted by reference.

For the purpose of establishing proper regulations for public swimming pools, the following regulations are adopted and made a part of this code by reference, and hereinafter collectively referred to as "public swimming pool code":

A. Chapter 31B of the ~~2022~~ 2025 Edition of the California Building Code, as adopted by the State of California in Title 24, Part 2 of the California Code of Regulations.

B. Chapter 20 (commencing with Section 65501) of Division 4 of Title 22 of the California Code of Regulations.

C. Article 5 (commencing with Section 116025) of Chapter 5 of Part 10 of Division 104 of the California Health and Safety Code.

SECTION 21: The Board finds that the adoption of this ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 8 ("Actions by Regulatory Agencies for Protection of the Environment") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15308]. Additionally, the proposed action is not a project as defined by 14 California Code of Regulations section 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

SECTION 22: If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision

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shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 23: This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 24: A summary of this ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 18th day of November, 2025, and a public hearing was held at a regular meeting of the Napa County Board of Supervisors, State of California, on the 9th day of December, 2025, where the Ordinance was adopted by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: _____ Deputy County Counsel By: _____ Code Services Date: _____	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

FV Project ID 13110057

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RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, ADOPTING FINDINGS OF FACT PERTAINING TO LOCAL MODIFICATIONS CONTAINED IN ADOPTION BY NAPA COUNTY OF THE 2025 EDITIONS OF THE CALIFORNIA BUILDING STANDARDS CODES (TITLE 24, CALIFORNIA CODE OF REGULATIONS)

WHEREAS, in its review of the 2025 California Building Code, 2025 California Residential Code, 2025 California Wildland-Urban Interface Code; 2025 California Green Building Standards Code; 2025 California Plumbing Code; 2025 California Mechanical Code; 2025 California Electrical Code, 2025 California Energy Code, 2025 California Historical Building Code, 2025 California Fire Code; and the 2025 California Existing Building Code, as adopted and published in the State Building Standards Code pursuant to California Health and Safety Code Section 17922, the Board of Supervisors of Napa County has determined that as part of the County's adoption of the above codes or portions thereof certain local modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code Section 17958.7 requires that before making any modifications or changes to the requirements contained in the above-described state-approved codes this governing body must not only make express findings that such modifications or changes are reasonably necessary because of local climatic, geological or topographical conditions, but must also direct that such findings shall be made available as a public record and a copy of such findings, together with the modifications or changes expressly marked and identified to which each such finding refers, shall be filed with the State Building Standards Commission;

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

1. In connection with the enactment by this Board of its ordinance adopting the 2025 California Building Code, 2025 California Residential Code, 2025 California Wildland-Urban Interface Code; 2025 California Green Building Standards Code; 2025 California Plumbing Code; 2025 California Mechanical Code; 2025 California Electrical Code, 2025 California Energy Code, 2025 California Historical Building Code, 2025 California Fire Code; and the 2025 California Existing Building Code, the Board hereby finds that the local modifications or augmentations of such codes set forth in the adopting ordinance are hereby expressly found by this Board to relate either to non-substantive matters of grammatical construction (not described herein), to procedural matters that reflect or conform to local administrative practice, including practices pertaining to vested rights, to substantive modifications of state code standards which this Board hereby expressly finds, as required by California Health and Safety Code Section 17958.7, to be reasonably necessary because of the local climatic, geologic, or topographic conditions noted below, or to portions of the Uniform Fire Code which are not adopted by the State, are not a part of the California Building Standards Code, and do not require findings pursuant to California Health and Safety Code Section 17958.7:

A. Non-Substantive Modifications Relating to Local Administrative Practice:

1. Board of Appeals: For the efficient use of technical resources, a unified board of appeals is created (Napa County Code Section 15.04.100) by the Board of Supervisors as the initial hearing body for all building code appeals. To reflect this, conforming changes are made to, or in augmentation of the state codes by the following Napa County Code Sections: 15.04.100, 15.12.040, 15.20.030, 15.24.030, 15.28.030, 15.32.040.

2. Definition of Enforcing Officials: To reflect Napa County organizational structure, certain definitions in the state codes regarding code enforcement officials, reviewing officers, and jurisdictional entities are modified or expanded by the following Napa County Code Sections: 15.04.020, 15.04.030, 15.04.040, 15.08.010, 15.08.080, 15.14.090, 15.20.060, 15.28.040, and 15.32.030, 15.48.020, and 15.48.080.

3. Permits, Violations, Liability and Miscellaneous Administrative Matters: To integrate with the overall administrative procedures of Napa County and the Napa County Code, miscellaneous administrative provisions in the state code pertaining to permits, violations, liability, and other matters not related to building standards are modified or augmented by the following Napa County Code Sections: 15.04.070, 15.04.080, 15.04.090, 15.12.030, 15.14.100, 15.15.020,15.20.040, 15.20.050, 15.24.040, 15.24.050, 15.28.050, 15.32.050, 15.32.060 and 15.32.150, 15.32.190, 15.48.090.

4. Conforming Change to California Fire Code: For the efficient use of applicant and staff resources, fire protection and life safety regulations enforced by the Fire Department are consolidated into Chapter 15.32 of the Napa County Code which incorporates with certain substantive and non-substantive modifications the provisions of the 2025 California Fire Code. California Public Resources Code Section 4290 and 4291 shall be used by the County for basic wildland fire protection. These include new sections on inspections and fire investigations, Napa County Code Sections: 15.32.033, 15.32.035, and 15.32.037

B. Substantive Local Modifications of State Code Standards

1. Minor amendments and additions to the 2025 California Building and Plumbing Codes, the 2025 California Fire Code pertaining to modernization of inspection authority with the use of photographic documentation, clarifying permit procedures, and strengthening requirements for water supply, fire alarm reliability, elevator safety, and exterior fire protection features have been made to deal with the local climatic, geologic or topographic conditions discussed below. These local conditions reduce the effectiveness of local fire department fire

suppression capability and make additional fire protection measures necessary to maintain a reasonable level of community fire protection, including the general fire suppression revisions and fire extinguishing and detection systems as modified by the county code. The dry climate, limited natural water sources with long distances between water sources, and long fire department response distances over the mountainous terrain found in Napa County severely reduce the available water supplies for fire protection and further make necessary the increased local requirements for the installation of automatic fire-extinguishing systems which use a fraction of the water to contain a fire compared to manual fire suppression.

Enhanced sprinkler and alarm requirements, improved standards for solar systems and energy storage installations, and practical updates to residential fire-safety measures reflect best practices in current fire science. The amendments also address rural development challenges by establishing clear water-supply expectations for properties outside municipal service areas, helping ensure that fire suppression resources remain adequate in remote settings.

Collectively, these local amendments provide a balanced approach that supports responsible development while enhancing community protection in a region with elevated wildfire hazards. The changes are consistent with state code requirements and fully supported by the findings required under Health and Safety Code §§ 17958.5 and 17958.7. Adoption of the proposed ordinance will give Napa County an updated, enforceable, and locally appropriate Fire Code that reduces risk to homes, agricultural operations, and natural landscapes, while improving clarity for applicants and efficiency for County staff.

The sections below are modified as noted, from the existing County Code Sections.

County Code Section	Affected State Code Provision
15.12.160	California Building Code Section 903.2; California Residential Code Sections R313.1 & R313.2
15.12.220	California Building Code Sections 1505.1; California Residential Code Section 902.1
15.20.065	California Plumbing Code Section 609.1
15.20.075	California Plumbing Code Section 1210.1
15.28.060	California Electrical Code Section 225.32
15.32.065	California Fire Code Section 307.6
15.32.070	California Fire Code Section 503.1
15.32.073	California Fire Code Section 505.1
15.32.075	California Fire Code Section 507.5.7
15.32.077	California Fire Code Section 604.6.3
15.32.080	California Fire Code Section 901.4.6.1
15.32.090	California Fire Code Section 903.2
15.32.100	California Fire Code Section 903.2.8.1
15.32.105	California Fire Code Section 903.4.3
15.32.110	California Fire Code Section 907.1.6
15.32.113	California Fire Code Section 907.6

15.32.115	California Fire Code Section 1205.5.1
15.32.117	California Fire Code Section 1207.1
15.32.197	California Fire Code Chapter 80—NFPA 13D-22, Section 7.5.6.3
15.32.200	California Fire Code Section B105.4, Appendix B
15.32.210	California Fire Code Section C103.1, Appendix C

2. Winery Cave Contents. Neither the 2025 California Fire nor Building Codes make any requirements in winery caves for smoke removal, fire detection, or fire suppression (beyond portable fire extinguishers and garden hoses), regardless of the level of combustible contents. While historic winery caves have had very limited fire and life safety problems, their contents have been essentially non-combustible. Many winery caves in Napa County now include combustible contents and assembly use areas. The topographic and geologic conditions, which make winery cave development possible in Napa County, typically necessitate that the wine cave tunnels are constructed without openings of sufficient size and number to vent smoke and heat from a fire. The owners/operators of the caves then place combustible contents in tunnels beyond the reach of fire department hoses for manual fire suppression. These conditions make the local requirements for fire and life safety reasonably necessary to maintain a safe and tenable environment for occupants and fire fighters in winery caves. The sections below are being carried over, or modified as noted, from the existing County Code Sections referenced because of the 2013 Codes adoption incorporation, which make the same modifications with respect to the 2013 Building Code as they did to the 2010 Building Code.

County Code Section	Affected State Code Provision
15.12.050	California Building Code section 446.1
15.12.060	California Building Code section 446.4
15.12.070	California Building Code section 446.5
15.12.080	California Building Code section 446.7.3
15.12.090	California Building Code section 446.8.4
15.12.100	California Building Code section 446.8.5
15.12.110	California Building Code section 446.8.6
15.12.120	California Building Code section 446.8.7
15.12.130	California Building Code section 446.10
15.12.150	California Building Code section 446.16

2. The original of this Resolution is a public record which shall be maintained on file with the Clerk of the Board of Supervisors and available for public inspection during reasonable business hours.

3. A copy of this Resolution shall be filed along with the adopted ordinance with the State Building Standards Commission.

THE FOREGOING RESOLUTION was read, considered, and approved at a regular meeting of the Napa County Board of Supervisors on the 9th day of December, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Jason M. Dooley* Chief Deputy County Counsel Date: November 26, 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: _____

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1788

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning Building & Environmental Services

REPORT BY: Akenya Robinson-Webb, Code Compliance Manager

SUBJECT: An Ordinance amending Napa County Code Chapter 6.18 (Keeping of Roosters) and Section 18.08.040 (Agriculture) of Chapter 18.08 (Definitions)

RECOMMENDATION

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

BACKGROUND

In 2013, the Napa County Board of Supervisors adopted Chapter 6.18 (Keeping of Roosters) of the Napa County Code to regulate the keeping of roosters within unincorporated Napa County. The purpose of that ordinance was to eliminate the potential for public nuisance, and for the protection of the health and safety of the residents of Napa County residents. However, the large numbers of roosters that are allowed under the current ordinance have created challenges for the County to effectively address ongoing concerns related to illegal cockfighting operations, avian influenza, and quality of life for Napa County Residents.

Cockfighting is a form of animal cruelty in which roosters are forced to fight, often to the death, with sharpened metal implements attached to their legs. In addition to being illegal under state law, cockfighting operations are often linked to other criminal activities such as drug trafficking, illegal gambling, firearm offenses, and violence against individuals. The current ordinance allows for significantly more roosters than neighboring jurisdictions or nearby towns such as Solano, American Canyon, Marin, and Sonoma. As a result, Napa may be unintentionally attracting individuals engaged in illegal cockfighting operations.

Avian influenza is a viral infection affecting the domestic and wild birds. Outbreaks of avian influenza can have a devastating and deadly impact on poultry farms throughout California, wiping out entire flocks within a matter of days.

In addition, large scale rooster-keeping facility impacts can extend beyond property lines and adversely affect the quality of life of nearby residents. Rooster-keeping facilities, especially when operated on a commercial or semi-commercial scale, can create waste management and runoff concerns when located near streams, creeks,

or other environmentally sensitive areas.

Proposed Amendments to Chapter 6.18 (Keeping of Rooster) and Section 18.08.040 (Agriculture)

The proposed ordinance amends several sections of Chapter 6.18 (Keeping of Roosters) and Section 18.08.040 (Agriculture) of the Napa County Code.

More specifically, the following modifications have been identified for the Board's consideration:

- Amending Section 6.18.010 (Purpose) to clarify the County's goal to eliminate illegal cockfighting and the raising of birds to be used for cockfighting;
- Amending Section 6.18.020 (Definitions) to change the definition of "Rooster" to include any male chicken six months or older, instead of twelve months or older, to ensure enforceability and consistency with common poultry management standards;
- Amending Section 6.18.030 (Rooster Keeping) as follows:
    - Reducing the number of roosters on a parcel from 25 per acre, a maximum of 100 per parcel, to a maximum of 4 roosters per parcel in accordance with the following schedule:

Parcel Size	Max. No. of Roosters
Less than 0.5 acres	0 roosters
0.5 acres to 1.5 acres	1 rooster
Greater than 1.5 acres	4 roosters

    - Moving the language about an exemption into its own section;
    - Removing the April 15, 2014, effective date of the rooster limit to avoid confusion;
    - Clarifying that rooster enclosures shall have a minimum set back from residences on adjacent parcels;
    - Moving the prohibition on tethering of roosters from Section 6.18.040 to this section so that all rooster keeping requirements are set forth in one section;
    - Removing the requirement for the Agricultural Commissioner to establish written standards to carry out the intent of this Chapter because the required standards are already presented in this Section.
- Removing section 6.18.040 because it is added to 6.18.030;
- Adding a Section 6.18.045 to discuss the exemption from 6.18.030A and setting out the details of the exemption process for legitimate entities such as agricultural producers, schools, animal shelters, 4-H and FFA programs, and individuals owning or breeding poultry for lawful exhibitions;
- Amending the language in 6.18.050 regarding enforcement pursuant to Chapters 1.20 and 1.28 of the Napa County Code; and

- Updating the section on rooster keeping in Section 18.08.040 (Agriculture) to ensure consistency with the updated the limits being proposed in Chapter 6.18.

Stakeholder Interest/Community Outreach

The County has received complaints regarding ongoing issues related to excessive noise, odor, sanitation, and other nuisance conditions stemming from the keeping of large numbers of roosters such as waste management and runoff concerns. The County has also received complaints regarding illegal cockfighting in the unincorporated areas of Napa County.

On **October 20, 2025,** the Agricultural Commissioner launched a community-wide survey to gather input on the proposed changes to the rooster ordinance. The survey was open from **October 20, 2025,** to **November 3, 2025.** A summary of the survey results is as follows:

- **65.71% of respondents live in unincorporated areas of the County of Napa.**
- **31.43% of respondents currently own roosters.**
- **88.57%** of respondents supported or strongly supported adopting an ordinance designed to prevent illegal cockfighting and the raising of birds for that purpose.
- **68.57%** supported or strongly supported allowing **one rooster per acre**, with a **maximum of four per parcel**.
- 74.29% of respondents did not represent an operation that would qualify for an exemption through the Agricultural Commissioner's office.
- 45.71% of respondents would be open to applying for an exemption through the Agricultural Commissioner's office.
- 40% of Respondents would be willing to provide verification of their exemption through the Agricultural Commissioner's office.

Based on this feedback, the proposed ordinance was **updated to allow property owners with more than 0.5 acres but less than 1 acre to keep one rooster, and property owners with greater than 1.5 acres to own up to the maximum, which is 4 roosters per parcel.**

Next Steps

If the Board votes today to express intent to adopt the ordinance, the ordinance will return for adoption on December 16, 2025. If adopted, Staff proposes the Ordinance be effective starting February 1, 2026.

Procedural Requirements:

1. Open Public Hearing.

2. Staff report.

3. Public comments.

4. Close Public Hearing.

5. Motion on the introduction of the ordinance, second, and discussion of the motion.

6. Vote on the motion. After the motion has been approved, staff will bring the ordinance back to the Board on the next consent calendar for final approval.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	If Chapter 6.18 and Section 18.08.040 are not amended, the County will have less tools available for addressing illegal cockfighting and avian flu.
Consequences if not approved:	The County would have to follow existing ordinance provisions and state law, which may reduce the ability to address illegal or inappropriate rooster-keeping activities, including cockfighting.
Additional Information:	Strategic Initiative: Preserve Napa County's Agricultural Legacy

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines for the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].

Additions are underlined.
Deletions are ~~struck through.~~
Revision markers are noted in left or right margins as vertical lines.

ORDINANCE NO. ____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING NAPA COUNTY CODE CHAPTER 6.18 (KEEPING OF ROOSTERS) TO ADDRESS CONCERNS REGARDING COCKFIGHTING AND AVIAN DISEASE AND SECTION 18.08.040 (AGRICULTURE) OF CHAPTER 18.08 (DEFINITIONS) RELATING TO THE RAISING AND KEEPING OF ROOSTERS

WHEREAS, on April 11, 2013, Chapter 6.18 (Keeping of Roosters) was added to Title 6 (Animals) of the Napa County Code to regulate the keeping of roosters; and

WHEREAS, prior to April 11, 2013, requirements regarding the keeping of roosters were presented in Sections 18.08.040 (Agriculture), 18.126.030 (Issuance), 18.126.060 (Permit - Issuance Prerequisites), and 18.132.070 (Amortization of Certain Nonconformaties, presently Reserved) of Title 18 (Zoning) of the Napa County Code; and

WHEREAS, cockfighting involves forcing two animals with metal weapons attached to their legs to fight to the death. Although illegal in California, cockfighting continues to persist throughout the state and in Napa County; and

WHEREAS, cockfighting is often associated with other criminal activities, such as drug trafficking, gun violence, illegal weapon sales, and violence against people; and

WHEREAS, yards where roosters are bred and sold for fighting purposes pose a significant risk to the spread of avian diseases; and

WHEREAS, outbreaks of Avian Influenza, a viral infection affecting domestic and wild birds, can have a devastating and deadly impact on poultry and poultry farms throughout California, wiping out entire flocks within a matter of days.

NOW, THEREFORE, the Board of Supervisors of Napa County ordains as follows:

SECTION 1: Section 6.18.010 (Purpose.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.010 Purpose.

The intent of this chapter is to limit the number of roosters that may be kept on a single legal parcel, to eliminate the potential for public nuisance, illegal cockfighting and the raising of birds to be used for cockfighting, and for the protection of the health and safety of the residents of Napa County.

SECTION 2: Section 6.18.020 (Definitions.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.020 Definitions.

Unless the context requires otherwise, the definitions in this section shall govern the interpretation of the provisions of this chapter.

~~A.~~"Agricultural commissioner" means the Napa County agricultural commissioner-sealer of weights and measures, or the agricultural commissioner's designees.

~~B.~~ "Rooster" means any male chicken which is:

(1~~. Twelve~~) Six months or older; or

(2~~.~~) Has full adult plumage; or

(3~~.~~) Capable of crowing.

SECTION 3: Section 6.18.030 (Rooster keeping.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.030 Rooster keeping.

A. No roosters may be raised or kept on any property within unincorporated Napa County except in accordance with the following schedule:

Parcel Size	Max. No. of Roosters
Less than 0.5 acres	0 roosters
0.5 acres to 1.5 acres	1 rooster
Greater than 1.5 acres	4 roosters

~~No more than twenty-five roosters per acre, up to a maximum of one hundred roosters per legal parcel, shall be raised or kept on any property within unincorporated Napa County.~~

B. Reserved. ~~This section shall not apply to commercial poultry ranches whose primary commodity is the production of eggs or meat for sale as permitted by the County, public or private schools as registered with the California Department of Education, FFA or 4-H sponsored projects, or to legitimate poultry hobbyists as approved in writing by the agricultural commissioner.~~

C. Reserved. ~~The limit imposed under subsection (A) above is suspended until April 15, 2014, to allow a property owner and any person occupying or leasing the property reasonable time to reduce the number of roosters kept on their property.~~

D. Each individual rooster beyond the rooster limitation in subsection (A) above constitutes a separate violation.

E. Rooster enclosures shall have a minimum set back from residences on adjacent parcels ~~residences~~ of fifty feet.

F. Nothing in the foregoing is to be construed as approving the keeping of any poultry in contravention of any statute, zoning ordinance, or other law.

G. At all times, roosters shall be provided:

1. Access to water and shelter from the elements (rain, wind, direct sun, etc.);
2. Sufficient room to spread both wings fully and to be able to turn in a complete circle without any impediment and without touching the side of an enclosure; and
3. Clean and sanitary premises that are kept in good repair.

H. Reserved. ~~The agricultural commissioner shall establish written standards necessary to carry out the intent of this chapter and may condition any approval based on compliance with the written regulations and standards. Failure of any property owner and any person occupying or leasing the property to comply with any of the provisions of this chapter or applicable law, or the regulations and standards of the agricultural commissioner shall constitute good cause for the denial of any approval, either original or renewal, or for its revocation.~~

I. Notwithstanding any other provision of law, no person shall keep or maintain any rooster by means of a tether attached to an object. Each individual rooster so tethered constitutes a separate violation.

SECTION 4: Section 6.18.040 (Tethering prohibited.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.040 Reserved. ~~Tethering prohibited.~~

~~Notwithstanding any other provision of law, no person shall keep or maintain any rooster by means of a tether attached to an object. Each individual rooster so tethered constitutes a separate violation.~~

SECTION 5: A new Section 6.18.045 (Exemption.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is added to read in full as follows:

6.18.045 Exemption.

A. The limitation from subsection 6.18.030 A, shall not apply to entities who have an application for exemption to rooster ordinance which has been approved by the Agricultural Commissioner's Office and the Sherriff's Department in their sole discretion.

B. The following entities are eligible to apply for an exemption: (1) A person who keeps or raises roosters for purposes of food production if the person is subject to local, state, or federal inspection laws or regulations; (2) A public or private school registered with the State Department of Education; (3) A government-operated animal shelter; (4) A 4-H, Future Farmers of America (FFA), or Grange project, if the 4-H, FFA, or Grange has provided written approval for the project to the person keeping or raising the roosters; or (5) A person who owns and breeds poultry for the purpose of lawful exhibition in accordance with accepted poultry raising practices and all laws and regulations governing exhibition.

C. Any person seeking exemption pursuant to this Section shall allow an onsite inspection of the premises by an enforcement officer as defined in Chapters 1.20 and 1.28 upon demand to verify initial and continued eligibility for this exemption.

D. Applicants who have submitted an application by February 1, 2026, may maintain their existing flock while their application is pending.

E. Failure of any person seeking this exemption to comply with any of the provisions of this chapter or applicable law, shall constitute good cause for the denial of any approval, either original or renewal, or for its revocation.

F. An exemption approved under this Section is valid for one year from the date issued and remains valid unless cancelled by the applicant or the Agricultural Commissioner (the parties) with 30 days written notice to the other party. If an approved applicant desires to increase the number of roosters per parcel, the applicant must submit a new application. The exemption may be renewed each year by the Agricultural Commissioner.

SECTION 6: Section 6.18.050 (Liability and enforcement.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.050 Liability and enforcement.

A. Any person who violates any of the provisions of this chapter shall be guilty of either an infraction or a misdemeanor.

B. In addition to the penalties set forth in subsection (A), violators of this chapter may be subject to civil enforcement pursuant to Chapters 1.20 and 1.28 and state law. ~~subsection (A), violators of this chapter may be subject to a public nuisance abatement action brought under the provisions of Chapter 1.20 and the civil penalty provisions of up to one thousand dollars per violation per day as provided in subsection (B) of Section 1.20.155 and may also be subject to an unfair competition action brought pursuant to Business and Professions Code Section 17200 et. seq and up to two thousand five hundred dollars civil penalty per violation.~~

C. The civil remedies and penalties provided by this subsection are cumulative to each other.

SECTION 7: Section 18.08.040 (Agriculture.) of Chapter 18.08 (Definitions) of the Napa County Code is amended to read in full as follows:

"Agriculture" means the raising of crops or livestock and includes the following:

A. Growing and raising trees, vines, shrubs, berries, vegetables, nursery stock, hay, grain and similar food crops and fiber crops;

B. Grazing of livestock and feeding incidental thereto;

C. Animal husbandry, including, without limitation, the breeding and raising of cattle, sheep, horses, goats, pigs, rabbits and poultry and egg production, except as provided in subsection (G) of this section;

D. Farmworker housing as defined in Section 18.08.294 and is also consistent with the California Employee Housing Act;

E. Sale of agricultural products grown, raised or produced on the premises;

F. Farm management uses meeting all of the standards in subsections (F)(1) through (F)(6) of this section. Farm management shall mean the operation, maintenance and storage of farm machinery, equipment, vehicles and supplies used exclusively for agricultural cultivation and harvesting where all machinery, equipment, vehicles and supplies are leased or owned and operated by the farm manager whether that manager is an owner, tenant, or agricultural contractor, and regardless of whether properties managed are contiguous or under similar ownership, provided that at least seventy-five percent of the managed acres are within Napa County. Farm management shall not include manufacturing for sale or retail sales of any kind and shall not include businesses devoted to equipment storage, rental or repair rather than farming. Farm management shall not include the operation, maintenance or storage of equipment used for construction of structures, even if those structures are in support of agriculture;

   1. Offices used for farm management shall meet the definition of accessory uses in Section 18.08.020;

2. Farm management activities established or expanded after June 30, 2006, alone or in combination with any wineries subject to Section 18.104.220 shall not occupy more than fifteen acres or twenty-five percent of the parcel size, whichever is less;

3. No single farm management building or structure newly constructed or expanded after June 30, 2006 shall exceed five thousand gross square feet. Multiple smaller buildings are permitted as long as they conform to the lot coverage standard in subsection (F)(2) above;

4. Uncovered storage areas shall be screened from preexisting residences on adjacent parcels and from designated public roads defined in Chapter 18.106. Screening shall generally consist of evergreen landscape buffers;

5. Farm managers shall possess all applicable local, state and federal permits and licenses

6. All exterior lighting, including landscape lighting, for farm management uses shall be shielded and directed downward, located as low to the ground as possible, and the minimum necessary for security, safety, or operations. Additionally, motion detection sensors must be incorporated to the greatest extent practical. No flood-lighting or sodium lighting of buildings is permitted, including architectural highlighting and spotting. Low-level lighting shall be utilized in parking areas as opposed to elevated high-intensity light standards. Prior to issuance of any building permit for construction, two copies of a separate detailed lighting plan shall accompany building plans showing the location and specifications for all lighting fixtures to be installed on the property shall be submitted for department review and approval.

G. Agriculture shall not include the raising and keeping of more than one ~~twenty-five~~ rooster~~s~~ per 0.5 to 1.5 acres and~~,~~ up to ~~a maximum of one hundred~~ four roosters ~~per~~ for legal parcels greater than 1.5 acres, except as may be approved for an exemption~~permitted~~ pursuant to Chapter 6.18.

H. Agriculture shall include the following, but only upon grant of a use permit pursuant to Section 18.124.010, or unless previously issued a small winery certificate of exemption pursuant to subsection (H) of Section 18.16.020 and subsection (I) of Section 18.20.020, or legal existence as a winery prior to July 31, 1974 as provided in subsection (G) of Section 18.16.020 and subsection (H) of Section 18.20.020:

1. Production and processing of agricultural products, including agricultural processing facilities; and

2. Marketing, sales, and other accessory uses that are related, incidental and subordinate to the main agricultural processing use.

SECTION 8: The Board of Supervisors finds that adoption of this Ordinance would not have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the CEQA 14 CCR 15061(b)(3).]

SECTION 9: If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 10: This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 11: A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 9th day of December 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____ 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

By: _____

ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: _____ Deputy County Counsel By: _____ Code Services Date: _____	Date: Processed By: _____ Deputy Clerk of the Board	By: _____

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY

NEHA HOSKINS, CLERK OF THE BOARD

ORDINANCE NO. ____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING NAPA COUNTY CODE CHAPTER 6.18 (KEEPING OF ROOSTERS) TO ADDRESS CONCERNS REGARDING COCKFIGHTING AND AVIAN DISEASE AND SECTION 18.08.040 (AGRICULTURE) OF CHAPTER 18.08 (DEFINITIONS) RELATING TO THE RAISING AND KEEPING OF ROOSTERS

WHEREAS, on April 11, 2013, Chapter 6.18 (Keeping of Roosters) was added to Title 6 (Animals) of the Napa County Code to regulate the keeping of roosters; and

WHEREAS, prior to April 11, 2013, requirements regarding the keeping of roosters were presented in Sections 18.08.040 (Agriculture), 18.126.030 (Issuance), 18.126.060 (Permit - Issuance Prerequisites), and 18.132.070 (Amortization of Certain Nonconformaties, presently Reserved) of Title 18 (Zoning) of the Napa County Code; and

WHEREAS, cockfighting involves forcing two animals with metal weapons attached to their legs to fight to the death. Although illegal in California, cockfighting continues to persist throughout the state and in Napa County; and

WHEREAS, cockfighting is often associated with other criminal activities, such as drug trafficking, gun violence, illegal weapon sales, and violence against people; and

WHEREAS, yards where roosters are bred and sold for fighting purposes pose a significant risk to the spread of avian diseases; and

WHEREAS, outbreaks of Avian Influenza, a viral infection affecting domestic and wild birds, can have a devastating and deadly impact on poultry and poultry farms throughout California, wiping out entire flocks within a matter of days.

NOW, THEREFORE, the Board of Supervisors of Napa County ordains as follows:

SECTION 1: Section 6.18.010 (Purpose.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.010 Purpose.

The intent of this chapter is to limit the number of roosters that may be kept on a single legal parcel, to eliminate the potential for public nuisance, illegal cockfighting and the raising of birds to be used for cockfighting, and for the protection of the health and safety of the residents of Napa County.

SECTION 2: Section 6.18.020 (Definitions.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.020 Definitions.

Unless the context requires otherwise, the definitions in this section shall govern the interpretation of the provisions of this chapter.

"Agricultural commissioner" means the Napa County agricultural commissioner-sealer of weights and measures, or the agricultural commissioner's designees.

"Rooster" means any male chicken which is: (1) Six months or older; or (2) Has full adult plumage; or (3) Capable of crowing.

SECTION 3: Section 6.18.030 (Rooster keeping.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.030 Rooster keeping.

A. No roosters may be raised or kept on any property within unincorporated Napa County except in accordance with the following schedule:

Parcel Size	Max. No. of Roosters
Less than 0.5 acres	0 roosters
0.5 acres to 1.5 acres	1 rooster
Greater than 1.5 acres	4 roosters

B. Reserved.

C. Reserved.

D. Each individual rooster beyond the rooster limitation in subsection (A) above constitutes a separate violation.

E. Rooster enclosures shall have a minimum set back from residences on adjacent parcels of fifty feet.

F. Nothing in the foregoing is to be construed as approving the keeping of any poultry in contravention of any statute, zoning ordinance, or other law.

G. At all times, roosters shall be provided:

1. Access to water and shelter from the elements (rain, wind, direct sun, etc.);
2. Sufficient room to spread both wings fully and to be able to turn in a complete circle without any impediment and without touching the side of an enclosure; and
3. Clean and sanitary premises that are kept in good repair.

H. Reserved.

I. Notwithstanding any other provision of law, no person shall keep or maintain any rooster by means of a tether attached to an object. Each individual rooster so tethered constitutes a separate violation.

SECTION 4: Section 6.18.040 (Tethering prohibited.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.040 Reserved.

SECTION 5: A new Section 6.18.045 (Exemption.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is added to read in full as follows:

6.18.045 Exemption.

A. The limitation from subsection 6.18.030 A, shall not apply to entities who have an application for exemption to rooster ordinance which has been approved by the Agricultural Commissioner's Office and the Sherriff's Department in their sole discretion.

B. The following entities are eligible to apply for an exemption: (1) A person who keeps or raises roosters for purposes of food production if the person is subject to local, state, or federal inspection laws or regulations; (2) A public or private school registered with the State Department of Education; (3) A government-operated animal shelter; (4) A 4-H, Future Farmers of America (FFA), or Grange project, if the 4-H, FFA, or Grange has provided written approval for the project to the person keeping or raising the roosters; or (5) A person who owns and breeds poultry for the purpose of lawful exhibition in accordance with accepted poultry raising practices and all laws and regulations governing exhibition.

C. Any person seeking exemption pursuant to this Section shall allow an onsite inspection of the premises by an enforcement officer as defined in Chapters 1.20 and 1.28 upon demand to verify initial and continued eligibility for this exemption.

D. Applicants who have submitted an application by February 1, 2026, may maintain their existing flock while their application is pending.

E. Failure of any person seeking this exemption to comply with any of the provisions of this chapter or applicable law, shall constitute good cause for the denial of any approval, either original or renewal, or for its revocation.

F. An exemption approved under this Section is valid for one year from the date issued and remains valid unless cancelled by the applicant or the Agricultural Commissioner (the parties) with 30 days written notice to the other party. If an approved applicant desires to increase the number of roosters per parcel, the applicant must submit a new application. The exemption may be renewed each year by the Agricultural Commissioner.

SECTION 6: Section 6.18.050 (Liability and enforcement.) of Chapter 6.18 (Keeping of Roosters) of the Napa County Code is amended to read in full as follows:

6.18.050 Liability and enforcement.

A. Any person who violates any of the provisions of this chapter shall be guilty of either an infraction or a misdemeanor.

B. In addition to the penalties set forth in subsection (A), violators of this chapter may be subject to civil enforcement pursuant to Chapters 1.20 and 1.28 and state law.

C. The civil remedies and penalties provided by this subsection are cumulative to each other.

SECTION 7: Section 18.08.040 (Agriculture.) of Chapter 18.08 (Definitions) of the Napa County Code is amended to read in full as follows:

"Agriculture" means the raising of crops or livestock and includes the following:

A. Growing and raising trees, vines, shrubs, berries, vegetables, nursery stock, hay, grain and similar food crops and fiber crops;

B. Grazing of livestock and feeding incidental thereto;

C. Animal husbandry, including, without limitation, the breeding and raising of cattle, sheep, horses, goats, pigs, rabbits and poultry and egg production, except as provided in subsection (G) of this section;

D. Farmworker housing as defined in Section 18.08.294 and is also consistent with the California Employee Housing Act;

E. Sale of agricultural products grown, raised or produced on the premises;

F. Farm management uses meeting all of the standards in subsections (F)(1) through (F)(6) of this section. Farm management shall mean the operation, maintenance and storage of farm machinery, equipment, vehicles and supplies used exclusively for agricultural cultivation and harvesting where all machinery, equipment, vehicles and supplies are leased or owned and operated by the farm manager whether that manager is an owner,

tenant, or agricultural contractor, and regardless of whether properties managed are contiguous or under similar ownership, provided that at least seventy-five percent of the managed acres are within Napa County. Farm management shall not include manufacturing for sale or retail sales of any kind and shall not include businesses devoted to equipment storage, rental or repair rather than farming. Farm management shall not include the operation, maintenance or storage of equipment used for construction of structures, even if those structures are in support of agriculture;

1. Offices used for farm management shall meet the definition of accessory uses in Section 18.08.020;

2. Farm management activities established or expanded after June 30, 2006, alone or in combination with any wineries subject to Section 18.104.220 shall not occupy more than fifteen acres or twenty-five percent of the parcel size, whichever is less;

3. No single farm management building or structure newly constructed or expanded after June 30, 2006 shall exceed five thousand gross square feet. Multiple smaller buildings are permitted as long as they conform to the lot coverage standard in subsection (F)(2) above;

4. Uncovered storage areas shall be screened from preexisting residences on adjacent parcels and from designated public roads defined in Chapter 18.106. Screening shall generally consist of evergreen landscape buffers;

5. Farm managers shall possess all applicable local, state and federal permits and licenses

6. All exterior lighting, including landscape lighting, for farm management uses shall be shielded and directed downward, located as low to the ground as possible, and the minimum necessary for security, safety, or operations. Additionally, motion detection sensors must be incorporated to the greatest extent practical. No flood-lighting or sodium lighting of buildings is permitted, including architectural highlighting and spotting. Low-level lighting shall be utilized in parking areas as opposed to elevated high-intensity light standards. Prior to issuance of any building permit for construction, two copies of a separate detailed lighting plan shall accompany building plans showing the location and specifications for all lighting fixtures to be installed on the property shall be submitted for department review and approval.

G. Agriculture shall not include the raising and keeping of more than one rooster per 0.5 to 1.5 acres and up to four roosters for legal parcels greater than 1.5 acres, except as may be approved for an exemption pursuant to Chapter 6.18.

H. Agriculture shall include the following, but only upon grant of a use permit pursuant to Section 18.124.010, or unless previously issued a small winery certificate of exemption pursuant to subsection (H) of Section 18.16.020 and subsection (I) of Section 18.20.020, or legal existence as a winery prior to July 31, 1974 as provided in subsection (G) of Section 18.16.020 and subsection (H) of Section 18.20.020:

1. Production and processing of agricultural products, including agricultural processing facilities; and

2. Marketing, sales, and other accessory uses that are related, incidental and subordinate to the main agricultural processing use.

SECTION 8: The Board of Supervisors finds that adoption of this Ordinance would not have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the CEQA 14 CCR 15061(b)(3).]

SECTION 9: If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this Ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 10: This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 11: A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 9th day of December 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____ 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

By: _____

ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Rebekah Reynolds* Deputy County Counsel By: *McKayla McMahon* Code Services Date: November 24, 2025	Date: Processed By: _____ Deputy Clerk of the Board	By: _____

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY

NEHA HOSKINS, CLERK OF THE BOARD

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 12/9/2025 | **File ID #:** 25-1938

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Public Employee Appointment

RECOMMENDATION

PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957) Title: Director of Corrections