Napa County

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

Agenda

Tuesday, September 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.

www.countyofnapa.org

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.countyofnapa.org/1429/Board-of-Supervisors-Special-Districts-C

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.countyofnapa.org/3723/

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) **25-236**

Attachments: Pet of The Week (added after meeting)

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

A. Presentation of a Proclamation recognizing September 2025 as "Workforce Development Month" in Napa County. (No Fiscal Impact) **25-1293**

Attachments: Proclamation
Signed Proclamation (added after meeting)

B. Presentation of a Proclamation recognizing September 2025 as "Suicide Prevention Awareness Month" in Napa County. (No Fiscal Impact) **25-1414**

Attachments: Proclamation
Signed Proclamation (added after meeting)

C. Presentation of a Proclamation recognizing September 2025 as "National Library Card Signup Month" in Napa County. (No Fiscal Impact) **25-1415**

Attachments: Proclamation
Signed Proclamation (added after meeting)

5. CONSENT CALENDAR

Agricultural Commissioner

A. Approve and authorize Agreement No. 260120B with Kristin Lowell, Inc. for civil engineering services for the Napa County Winegrape Pest and Disease Control District to develop the per acre assessment for the term July 1, 2025 through June 30, 2026. (Fiscal Impact: $5,800 Expense; Pest District; Budgeted; Mandatory). **25-1552**

Attachments: Agreement

Auditor-Controller

B. Approve necessary accounting entries to close the financial books for the fiscal year ended June 30, 2025. (Fiscal impact: identified with each requested item in the attached letter; Various Funds; Not budgeted; Discretionary) **25-1410**
[4/5 vote required]

Attachments: Year End Memo
Attachment A - PO Carryforward
Attachment B - CIP and Non CIP Carryforward
Attachment C - PERS Reconcilation
Correction Memoranda (added after meeting)

C. Accept and instruct the Clerk of the Board to file the audit of the Procurement Card Program for the period of January 1, 2025 - June 30, 2025. (No Fiscal Impact) **25-1535**

Attachments: Report

D. Adopt a Resolution establishing the Napa County tax rates for the fiscal year 2025-26 secured tax roll. (Fiscal Impact: Revenue; County General Fund, County Library Fund and County Fire Fund, all County Taxing Jurisdictions including Special Districts, and County School Districts; Budgeted; Mandatory) **25-1557**

Attachments: Resolution

Clerk of the Board

E. Approval of minutes from the August 19, 2025 regular meeting and August 26, 2025 special meeting. (No Fiscal Impact) **25-96**

Attachments: August 19, 2025
August 26, 2025

County Counsel

F. Authorize the Chief Executive Officer to execute documents necessary to participate in the National Opioids Settlements with multiple opioid manufacturer defendants, including: (1) Sandoz, Inc.; (2) Purdue Pharma L.P. & Sackler Family; and (3) Other several small generic pharmaceutical opioid manufacturers collectively. (Fiscal Impact: Increased Revenue; General Fund; Not Budgeted; Discretionary) **25-1287**

G. Adopt the CalPERS Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Napa, effective August 19, 2025. (No Fiscal Impact) **25-1627**

Attachments: Resolution

H. Adopt an Ordinance amending Napa County's contract with the Board of Administration of the California Public Employees' Retirement System (CalPERS) for unrepresented employees. (No Fiscal Impact; Discretionary) **25-1529**

Attachments: Ordinance
Exhibit A

County Executive Office

I. Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact) **25-1559**

Attachments: Resolution

County Fire Department

J. Approve a waiver of the competitive bidding requirement and provide a sole source award to Golden State Fire Apparatus to purchase one Type VI Engine due to technical compatibility requirements. (Fiscal Impact: $605,000 Expense; Fire Fund; Budgeted; Discretionary) **25-1530**

Housing & Community Services

K. Approve and authorize Amendment No. 7 to Agreement No. 210018B with Abode Services, Inc., increasing the contract maximum from $3,968,588 to $4,338,140 for the term July 1, 2025, through June 30, 2026, for the provision of homeless shelter operations, case management and housing placement services. (Fiscal Impact: $369,552 Expense; Housing & Community Services Fund; Budgeted: Discretionary) **25-941**

Attachments: Agreement

L. Approve and authorize Amendment No. 3 to Agreement No. 190277B with Catholic Charities of the Diocese of Santa Rosa to increase the annual maximum from $360,000 to $400,000 for the term of July 1, 2025, through June 30, 2026, to provide and operate an emergency shelter for families with minor children who are experiencing homelessness. (Fiscal Impact: $40,000 Expense; Housing & Community Services Fund; Budgeted: Discretionary) **25-1165**

Attachments: Agreement

Health and Human Services Agency

M. Approve and authorize a certification statement (Agreement No. 8701) with the Department of Health Care Services for California Children's Services confirming the County's agreement to comply with all applicable provisions of State and Federal laws governing this program for Fiscal Year 2025-2026. (No Fiscal Impact). **25-1368**

Attachments: Agreement

N. Approve and authorize a certification statement (Agreement No. 8702) with the Department of Health Care Services Program for Children in Foster Care confirming the County's agreement to comply with all applicable provisions of State and Federal laws governing these programs for Fiscal Year 2025-2026. (No Fiscal Impact) **25-1369**

Attachments: Agreement

O. Approve and authorize Agreement No. 260068B with On The Move, Inc., for a contract maximum of $135,081 for the term July 1, 2025 through June 30, 2027 for administration of the Transitional Housing Program Round 6 and the Housing Navigation and Maintenance Program Round 3 grant allocations from the California Department of Housing and Community Development. (Fiscal Impact: $135,081 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary). **25-1469**

Attachments: Agreement

P. Approve and authorize Revenue Agreement No. 260107B with the California Department of Public Health for a contract revenue maximum of $3,069,822 for the term October 1, 2025 through September 30, 2028 to administer the Special Supplemental Nutrition Program for Women, Infants, and Children. (Fiscal Impact: $3,069,822 Revenue; Health and Human Services Agency Fund; Budgeted; Mandatory) **25-1502**

Attachments: Agreement

Q. Terminate Agreement No. 170443B and approve and authorize Agreement No. 260080B with Community Action of Napa Valley for the term July 1, 2025 through June 30, 2026, and each subsequent automatic renewal, for a contract maximum of $60,000 per fiscal year to provide rental assistance for behavioral health clients in need of housing support. (Fiscal Impact: $60,000 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary). **25-1507**

Attachments: Agreement

R. Approve and authorize Agreement No. 260122B with Department of Health Care Services for the term July 1, 2025 through December 31, 2026 for the provision of Drug Medi-Cal Organized Delivery System services. (No Fiscal Impact) **25-1523**

Attachments: Agreement

Human Resources – Division of CEO's Office

S. Adopt a Resolution to amend the Departmental Allocation List for the Agricultural Commissioner's Office, effective September 9, 2025. (Fiscal Impact: $8,100 Reduced Expenses; General Fund; Budgeted; Discretionary) **25-1500**

Attachments: Resolution

T. Adopt a Resolution to amend the Table and Index of Classes, effective September 9, 2025, and appropriate personnel policies. (Fiscal Impact: $19,500 Expense; HHSA Fund; Budgeted; Discretionary) **25-1543**

Attachments: Resolution

Lake Berryessa Resort Improvement District

U. Authorize preparation of the necessary accounting entries to close the financial books for the fiscal year ended June 30, 2025. (Fiscal Impact: $4,809,808 Expense; Lake Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary) **25-1411**
[4/5 vote required]

Attachments: Attachment A

V. Award a Construction Contract to Pridmore Brothers Construction, Inc. for the "Transfer Pumping Equipment and Storage Project," LB 25-01. (Fiscal Impact: $78,000 Expense; Lake Berryessa Resort Improvement District Fund; Budgeted; Discretionary) **25-1563**

Attachments: Bid Results

Napa Berryessa Resort Improvement District

W. Authorize preparation of the necessary accounting entries to close the financial books for the fiscal year ended June 30, 2025. (Fiscal Impact: $343,255 Expense; Napa Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary) **25-1412**
[4/5 vote required]

Attachments: Attachment A

Napa County Housing Authority

X. Accept and file the quarterly report for the Napa County Housing Authority for the quarter ended June 30, 2025. (No Fiscal Impact) **25-1467**

Attachments: Report

Probation

Y. Approve and authorize Agreement No. 260109B with Napa County Office of Education to provide a Career Technical Education teacher at the Probation Department, Juvenile Hall camp facility, Skyline Academy. (Fiscal Impact: $50,000 Expense; General Fund; Budgeted; Discretionary.) **25-1562**

Attachments: Agreement

Public Works

Z. Approve and authorize Agreement No. 260125B with Nacht & Lewis Architects, Inc for a maximum compensation of $385,020 to provide investigation and assessment services for the "Sheriff's Building Maintenance Project," PW 25-14. (Fiscal Impact: $385,020 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary) [4/5 vote required] **25-561**

Attachments: Budget Summary
Agreement

AA. Approve and authorize creation of Capital Improvement Project 26014 for the "Napa Library Furniture Project," PW 25-21 and approve a Budget Amendment to increase Engineering Services appropriations by $20,000. (Fiscal Impact: $20,000 Expense; Library Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1237**

AB. Adopt a Resolution authorizing the County Executive Officer to execute and deliver a facility sublease for and ratifying all previous actions with respect to the Napa County Replacement Jail Project and authorizing certain actions in connection therewith. (No Fiscal Impact) **25-1444**

Attachments: Resolution
Facility Sublease

AC. Approve and authorize Agreement No. 260113B with Gateway Partners 1, LLC to lease 40,000 square feet for a 10-year period with the option to extend the term for two consecutive five-year periods with an initial base rent of $86,000 per month and an escalation of 3% per year for use by the Probation Department and Child Support Services for office space and authorize the Chief Executive Officer to execute the Commencement Date Memorandum and any Subordination, Nondisturbance and Attornment Agreement required during the term. (Fiscal Impact: $516,000 Expense; General Fund; Budgeted; Discretionary). **25-1493**

Attachments: Agreement

AD. Approve and authorize Agreement No. 260111B with YEI Engineers Inc. for a maximum compensation of $452,682 and approve a Budget Amendment for the design phase of the "Animal Shelter HVAC and Roof Repair Project," PW 26-05. (Fiscal Impact: $200,000 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1499**

Attachments: Agreement
Budget Summary

AE. Approve the surplus, disposal, and sale at auction of a John Deere Utility Tractor capital asset; authorize a waiver of competitive bidding and sole source for the purchase of a Compact Utility Tractor; and approve an associated Budget Amendment due to quotes being higher than anticipated. (Fiscal Impact: $17,166 Expense; Airport Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1518**

AF. Approve and authorize Amendment No. 1 to Agreement No. 250008B with Marquee Fire Protection, LLC dba Marquee Fire Protection to increase maximum compensation from $102,235 to $106,866 and to update the scope of work to add fire sprinkler systems and equipment services for the Replacement Jail and changes in service needs at various County locations. (Fiscal Impact: $4,631 Expense; Various Funds; Budgeted; Discretionary) **25-1522**

Attachments: Agreement

AG. Approve a report of emergency Public Works actions on three projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) [4/5 vote required] **25-1536**

AH. Approve Agreement No. 260124B with YEI Engineers, Inc., to provide project design services for the "South Campus Building 4 HVAC Upgrades," PW 23-10, for a maximum compensation of $336,282; and approve a Budget Amendment. (Fiscal Impact: $380,616 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1539**

Attachments: Agreement
Budget Summary

AI. Award a Construction Contract to Granite Rock Company for the **25-1540**

"Rossi Bridge Phase 1," RDS 25-25 project (Fiscal Impact: $956,275 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary)

Attachments: Budget Summary - Phase 1
Budget Summary - Phase 1 and 2

AJ. Award a Construction Contract to Pridex Construction Group, Inc. of Folsom, CA in the amount of $119,000 for the "American Canyon Library Remodel," PW 25-09A; and approve a Budget Amendment. (Fiscal Impact $178,000 Expense; Library Fund; Not Budgeted; Discretionary) **25-1547**
[4/5 vote required]

Attachments: Bid Results
Budget Summary

AK. Approve plans and specifications and authorize advertisement for sealed bids and opening of the bids at a time and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contracting Code for the Atlas Peak Generator Replacement Project. (No Fiscal Impact) **25-1554**
[4/5 vote required]

Attachments: Budget Summary

AL. Approve and authorize creation of Capital Improvement Project 26013 for the "Animal Shelter Drainage Project," PW 25-47 and approve a Budget Amendment. (Fiscal Impact: $125,000 Expense; Animal Shelter Fund; Not Budgeted; Discretionary) **25-1569**
[4/5 vote required]

AM. Approve and authorize Amendment No. 2 to Agreement No. 230262B with Christopher A. Marusich and Michelle F. Del Rosario, Trustees of the Marusich Family Revocable Trust Dated May 4, 2017, to increase the maximum compensation from $177,282 to $195,282 to provide a housing accommodation during the construction of the Dry Creek Road Bridge over Dry Creek Replacement Project. (Fiscal Impact: $18,000 Expense; Roads Capital Improvement Projects Fund; Budgeted; Discretionary) **25-1572**

Attachments: Agreement
Budget Summary

AN. Approve and authorize Agreement No. 260133B with the City of Napa to authorize the City of Napa to be the party in responsible charge of advertising and administering the construction contract for the "Trancas Street Paving Project", RDS 25-35, to provide a means for the County of Napa to reimburse the City of Napa for their design and construction inspection services and for construction costs directly **25-1594**

related to the County's portion of work up to a maximum compensation of $1,240,000; and approve a Budget Amendment. (Fiscal Impact: $1,240,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)
[4/5 vote required]

Attachments: Agreement
Budget Summary

AO. Approve and authorize Amendment No. 1 to Agreement No. 250195B with MCK America, Inc., increasing maximum compensation from $49,278 to $107,441 for additional construction management services, approve and authorize Amendment No. 2 to Agreement No. 240127B with Roundtable Technical Resource, LLC. increasing maximum compensation from $145,000 to $234,010 for additional design services; and approve an associated Budget Amendment for Fuel Farm Improvement Project, PW 24-30. (Fiscal Impact $147,173 Expense; Airport Fund; Not Budgeted; Discretionary) **25-1598**
[4/5 vote required]

Attachments: Agreement - MCK America
Budget Summary
Agreement - Roundtable

Sheriff

AP. Approve a donation from Napa Valley Community Foundation to purchase a one-year trial of Versaterm Mindbase Wellness Platform, waive competitive bid requirements, approve agreement 260129B, provide a sole source and approve a budget amendment. (Fiscal Impact: $13,746; General Fund; Not Budgeted; Discretionary) **25-1384**
[4/5 vote required]

Attachments: Agreement
Letter

6. 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)

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

9. ADMINISTRATIVE ITEMS

County Fire Department

A. Receive a report by County Fire Chief regarding response during the recent Pickett Fire. (No Fiscal Impact) **25-1617**

County Executive Office

B. Approve and authorize Agreement No. 250463B with Napa Valley Tourism Corporation to serve as the Owner's Association for the Napa Valley Tourism Improvement District (NVTID) from June 16, 2025 through June 15, 2035. (No Fiscal Impact) **25-1438**

Attachments: County-NVTC Agreement
Management District Plan
NVTC-VNV Contract

Housing & Community Services

C. Receive a presentation regarding the "Made the Rent" report. (No Fiscal Impact) **25-1441**

Attachments: Major Findings
Policymaker Guide
Report
PoiwerPoint (added after meeting)

Clerk of the Board

D. Reappoint Christopher Hyde and David Ilsley with terms of office to commence immediately and expire on March 26, 2028 and choose two of the following applicants to represent Napa County Vineyards on the Napa County Winegrape Pest and Disease Control District Board of Directors with terms of office to commence immediately with one term to expire on March 26, 2026 and one term to expire on March 26, 2028. (No Fiscal Impact) **25-1057**

Michael Code
William A. Thomas
Patrick Tokar
Megan Coy

Attachments: Hyde Application
Ilsley Application
Coode Applicaion
Thomas Application
Tokar Applcation
Coy Application
Letter of Recommendation

E. Choose two of the following applicants to the Napa County Behavioral Health Board, with terms of office commence immediately and expire on January 1, 2027. (No Fiscal Impact) **25-1555**

Brigid Moynihan

Amy Montanez
Walter E. Nygaard

Attachments: Moynihan Application
Montanez Application
Nygaard Application
Letter of Recommendation

10. PUBLIC HEARINGS

County Counsel

A. Adopt a Resolution approving the Napa-Vallejo Waste Management Authority's financing of its new Construction and Demolition Facility and finding significant public benefits associated with such financing. (No Fiscal Impact) **25-1538**

Attachments: Resolution
Photograph

11. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code Section 54956.9(d)(1)) **25-1570**
Name of Case: Garcia, Juan, et al. v. County of Napa, et al., Napa Superior Court Case No. 23CV000234

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) **25-1612**
Title: Director of Health & Human Services Agency

12. PUBLIC HEARINGS CONTINUED (2:00 PM)

County Executive Office

A. 2:00 PM - Joint Meeting - Planning Commission **25-1202**

Conduct a joint meeting of the Board of Supervisors and the Planning Commission to receive a presentation from the Napa Valley Vintners on the economics of the wine industry in Napa County. (No Fiscal Impact)

Attachments: PowerPoint (added after meeting)

13. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, SEPTEMBER 23, 2025 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, SEPTEMBER 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.countyofnapa.org

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-236

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Pet of the Week

RECOMMENDATION

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

PET OF THE WEEK

“Emma”

- Great Dane
- 6 years, 1 month
- 101 pounds
- Female
- Spayed
- ID #50334



Find Emma at:

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

Go to countyofnapa.org and search “Pet Adoptions”

Napa County Animal Shelter and Adoption Center

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1293

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Proclamation recognizing September 2025 as Workforce Development Month

RECOMMENDATION

Presentation of a Proclamation recognizing September 2025 as "Workforce Development Month" in Napa County. (No Fiscal Impact)

Workforce Development Month – September 2025

WHEREAS, September 2025 marks the 20th anniversary of **Workforce Development Month**, a nationwide observance established by the National Association of Workforce Development Professionals to recognize and celebrate the vital role of workforce development in our communities; and

WHEREAS, this month serves as a powerful reminder that a skilled, well-trained workforce is essential to the economic vitality and resilience of Napa County; and

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA), and local workforce development systems – including the Workforce Alliance of the North Bay, Health and Human Services Agency, and other key partners of the America's Job Center of California (AJCC) – play a crucial role by linking job seekers with employers to create high-quality employment opportunities within the Napa County community; and

WHEREAS, Napa County remains steadfast in its commitment to supporting youth, adults, veterans, individuals impacted by layoffs, and those facing barriers to employment as they gain skills, explore career pathways, and contribute to the economic and social strength of our community; and

WHEREAS, now more than ever, workforce programs are essential in supporting job seekers and businesses navigate economic uncertainty, enhance skills that lead to meaningful careers, and seize opportunities that promote individual well-being, business success, and long-term economic growth in Napa County; and

WHEREAS, throughout California and across the nation, Workforce Development Month honors the contributions of workforce professionals and highlights the programs that empower individuals and the employers who work in partnership with our AJCC partners to strengthen our Napa County community.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 9th day of September 2025, proudly recognizes **September 2025** as **Workforce Development Month** in Napa County and encourages all residents, employers, and community stakeholders to join in celebrating the value and impact of workforce development efforts throughout our region.

Anne Cottrell, Chair

Amber Manfree, Vice Chair

Joelle Gallagher, District 1

Liz Alessio, District 2

Belia Ramos, District 5

Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Workforce Development Month – September 2025

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WHEREAS, Napa County remains steadfast in its commitment to supporting youth, adults, veterans, individuals impacted by layoffs, and those facing barriers to employment as they gain skills, explore career pathways, and contribute to the economic and social strength of our community; and

WHEREAS, now more than ever, workforce programs are essential in supporting job seekers and businesses navigate economic uncertainty, enhance skills that lead to meaningful careers, and seize opportunities that promote individual well-being, business success, and long-term economic growth in Napa County; and

WHEREAS, throughout California and across the nation, Workforce Development Month honors the contributions of workforce professionals and highlights the programs that empower individuals and the employers who work in partnership with our AJCC partners to strengthen our Napa County community.

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Anne Cottrell
Anne Cottrell, Chair

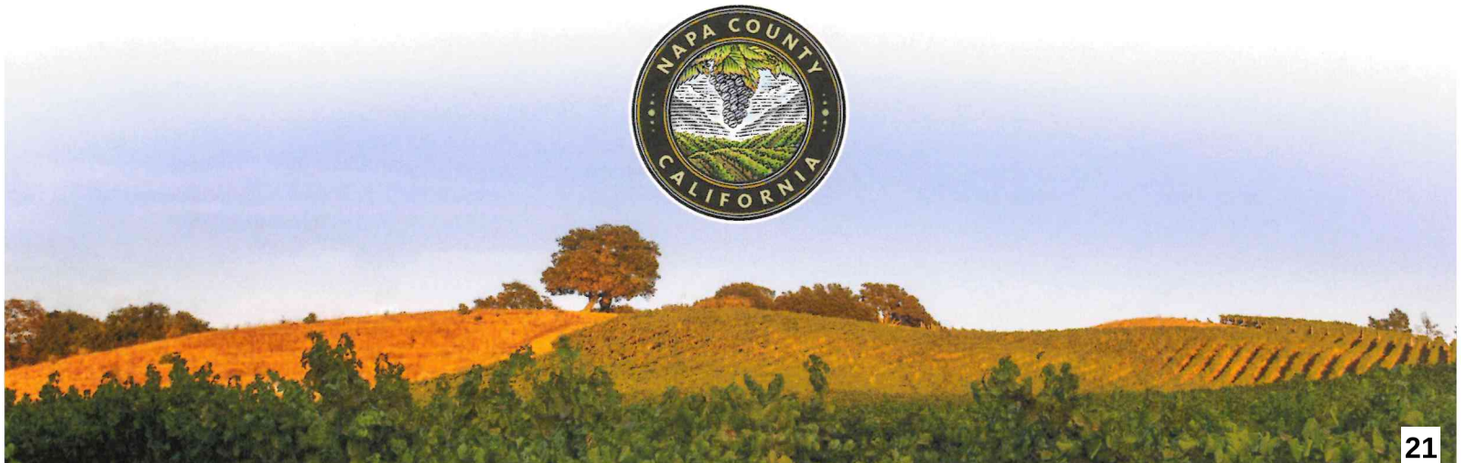
Amber Manfree
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Belia Ramos, District 5

NAPA COUNTY BOARD OF SUPERVISORS



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NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1414

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Proclamation for Suicide Prevention Awareness Month- September 2025

RECOMMENDATION

Presentation of a Proclamation recognizing September 2025 as “Suicide Prevention Awareness Month” in Napa County. (No Fiscal Impact)

Suicide Prevention Month – September 2025

WHEREAS, September is recognized nationwide as **Suicide Prevention Month**—a time when mental health advocates, survivors, prevention organizations, allies, and communities come together to raise awareness, foster hope, and advance efforts to prevent suicide and support those impacted; and

WHEREAS, the Napa County Suicide Prevention Council (NCSPC) is a public/private collaborative of people and organizations dedicated to reducing stigma surrounding suicide. The Council supports those who have lost loved ones to suicide, identifies and advocates for resources and promotes a safe, connected, and resilient community dedicated to reducing the risk of suicide; and

WHEREAS, over the last eight years, NCSPC has worked tirelessly to reach their vision of a suicide-free community through education and training, stigma reduction, linkage to services, and provision of resources to combat suicide; and

WHEREAS, according to the most recent data from 2021-2023, California's suicide rate was 10.8 deaths per 100,000 residents, while Napa County's rate was 11.0 deaths per 100,000—placing Napa County above the state average; and

WHEREAS, is it important to understand the harsh reality that exists surrounding this crisis. In FY 24–25, law enforcement personnel responded to more than 280 suicide-related calls, while the Napa County Health & Human Services Mobile Response Team (MRT) answered 245 such calls; and

WHEREAS, in FY 24-25, the NCSPC trained 635 community members in the Question, Persuade, Refer (QPR) model of suicide prevention to help prevent suicides; and

WHEREAS, in FY 23-24, the NCSPC advanced its three-year Strategic Plan for Suicide Prevention, addressing community priorities, recognizing accomplishments and identifying ongoing needs; and

WHEREAS, in partnership with Napa County Health and Human Services Agency, the NCSPC will host its second annual suicide prevention conference, this year entitled *Beyond Awareness: Allies in Action for Suicide Prevention*, on Wednesday, September 17, 2025 at the Yountville Community Center; and

WHEREAS, every Napa County resident can be an ally by knowing the signs of suicide, finding the words to communicate with someone they are concerned about, and reaching out to local resources for help.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 9th day of September 2025, does hereby recognize **September 2025** as **Suicide Prevention Month** in Napa County, and in doing so, we call upon all residents to join in fostering mental health, offering compassion and support to those in need, and working together toward the shared goal of reducing suicides and building a healthier, more resilient community.

Anne Cottrell, Chair

Amber Manfree, Vice Chair

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Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

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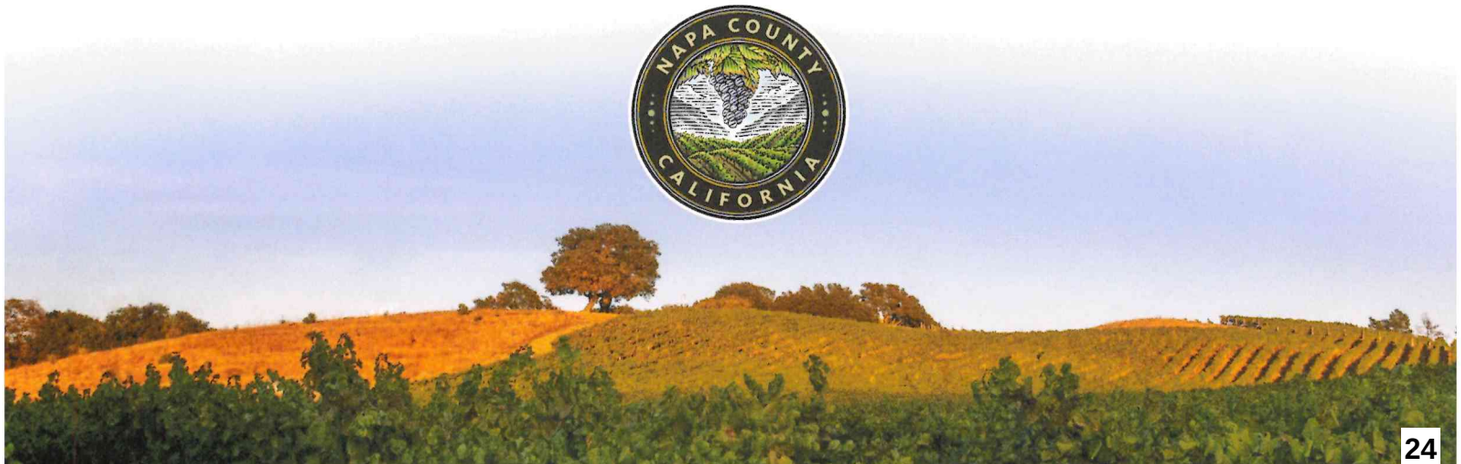
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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1415

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Proclamation for National Library Card Signup Month- September 2025

RECOMMENDATION

Presentation of a Proclamation recognizing September 2025 as “National Library Card Signup Month” in Napa County. (No Fiscal Impact)

Library Card Sign-up Month – September 2025

WHEREAS, since 1987, **Library Card Sign-up Month**, recognized each year in September, has been dedicated to encouraging every child to obtain a library card to support them in expanding their minds and supporting their education; and

WHEREAS, the American Library Association has designated the 2025 **Library Card Sign-up Month** theme as *One Card, Endless Possibilities*, highlighting that a library card opens the door to far more than books—from free classes and job resources to homework help, streaming media, and cultural events—connecting communities to knowledge, inspiration, and one another; and

WHEREAS, libraries evolve to meet to needs of their surrounding community, curating offerings and creating programs that reflect the diversity of the populations they serve, ensuring equitable access to information, technology, and cultures; by offering access to books, games, technology, instruments, job search support, and essential services – serving community members of all ages and backgrounds; and

WHEREAS, libraries strengthen local economies and sustainability efforts by equipping individuals with tools for personal and professional growth, while promoting resource sharing and environmental responsibility through shared public goods; and

WHEREAS, in times of both crisis and calm, libraries and their staff remain steadfast in supporting the public with reliable information, safe gathering spaces, and vital services; and

WHEREAS, Napa County recognizes the value of investing in public libraries to support an informed, connected, and engaged community. In fiscal year 2024-25, the Napa County Library circulated nearly a million items to more than 50,000 cardholders and families; and

WHEREAS, the Napa County Library partners with both Napa Valley Unified and Calistoga Joint Unified School Districts to provide library cards, called *Student OneCards*, ensuring access to physical and digital library materials and live homework help in English and Spanish fostering learning from an early age; and

WHEREAS, a library card opens the door to limitless possibility – inspiring curiosity, supporting education, and celebrating the power of lifelong discovery.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 9th day of September 2025, proudly recognizes **September 2025** as **Library Card Sign-up Month** in Napa County, and urges all members of the community to discover the endless opportunities a library card provides. The Board further extends its deep gratitude to the dedicated County library staff, whose daily commitment, creativity, and care make our libraries vibrant centers of learning, imagination, and community connection.

Anne Cottrell, Chair

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Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

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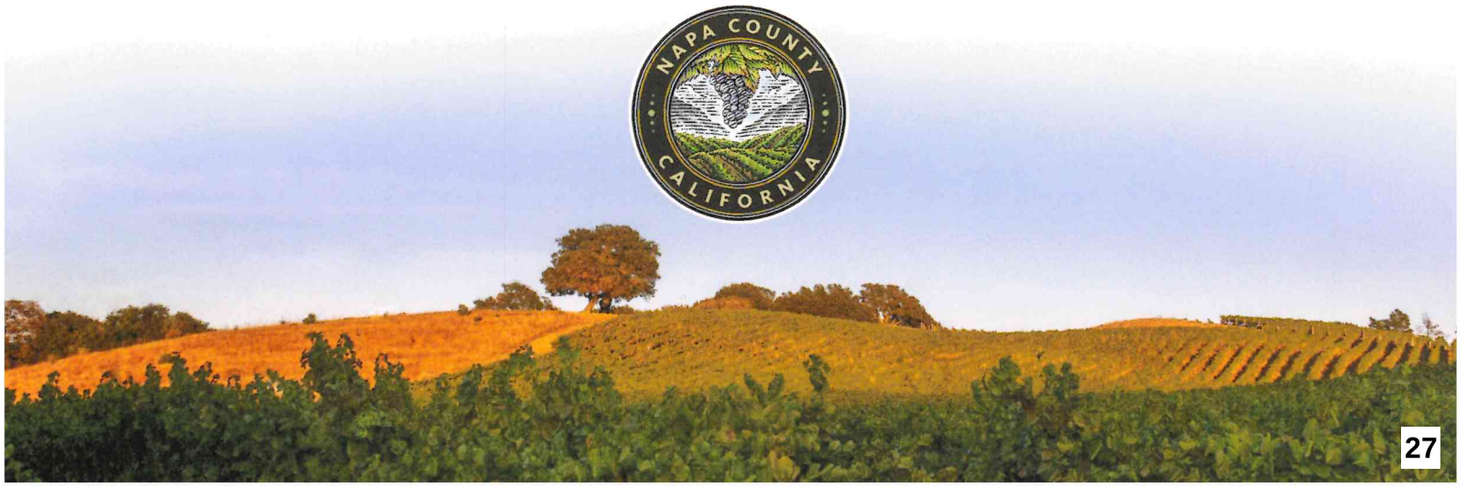
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Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1552

TO: Board of Supervisors

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

REPORT BY: Jaspreet Faller - Staff Services Analyst

SUBJECT: Approval of Agreement No. 260120B with Kristin Lowell, Inc.

RECOMMENDATION

Approve and authorize Agreement No. 260120B with Kristin Lowell, Inc. for civil engineering services for the Napa County Winegrape Pest and Disease Control District to develop the per acre assessment for the term July 1, 2025 through June 30, 2026. (Fiscal Impact: $5,800 Expense; Pest District; Budgeted; Mandatory).

BACKGROUND

Agreement No. 206012B will authorize Kristin Lowell, Inc. to prepare the Engineer's Report for the Napa County Winegrape Pest and Disease Control District for Fiscal Year 2025-2026 for purposes of determining the per acre assessment for owners of qualifying planted vineyard acreage. The revenue received from payment of the assessment is used to fund district activities related to the Glassy-winged Sharpshooter/Pierce's Disease and Vine Mealybug programs, Enhanced Detection trapping/research, including plant shipment inspections, pest management, and education/outreach.

In 2002, the BOS approved and levied assessments for the Napa County Winegrape Pest and Disease Control District pursuant to Proposition 218. Each year thereafter, pursuant to Government Code Section 6296.3, the BOS "shall cause to be prepared and filed with the Clerk of the Board of Supervisors as a written report" that contains among other things, a description of each parcel of property subject to the assessment and the amount of assessment of each parcel. The document containing this information is called the "Engineer's Report".

The agreement with Kristin Lowell, Inc. (KLI) provides that KLI will prepare the Engineer's Report, assist the County in updating its database of existing planted vineyard acreage within the district area, and calculate the assessments for FY25-26. The assessments will be submitted to the Auditor Controller's Office in a timely manner so that they may be included on the property tax bills. Assessment revenues collected during FY25-26 will be used to pay for the cost of the Engineer's Report. Payment for preparation of the Engineer's Report will

be made directly from the agency fund established specifically for the Napa County Winegrape Pest and Disease Control District.

Kristin Lowell, Inc. is not a local vendor and has been selected because of its unique and specialized knowledge of the assessment area.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The Engineer's Report will be paid from assessments collected during FY25-26 from Fund 9512.
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	There is no fiscal impact beyond this fiscal year.
Consequences if not approved:	Without the Engineer's Report, it will not be possible to identify property parcels subject to the assessment and the Assessor's tax roll will not include the assessment. As a result, assessment revenues would not be collected, and the District would not be able to contribute to the funding of the various programs that are essential to keeping the County free of invasive pests.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This action is a covered activity under the adopted Negative Declaration that was prepared for the formation of the District.

NAPA COUNTY AGREEMENT NO. 260120B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and KRISTIN LOWELL, INC.; whose address is 1420 E. Roseville Parkway, #140-342, Roseville, CA 95661, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services in order to prepare the Engineer's Report for the levy of assessments pertaining to the Napa County Winegrape Pest and Disease Control District for FY2025-2026.

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

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

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire five (5) years after the Effective Date 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 immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

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

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

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

ARTICLE III – COMPENSATION

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

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

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of FIVE THOUSAND, EIGHT HUNDRED DOLLARS ($5,800) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

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

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.2 **Conflict of Interest.** Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

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

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

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

COUNTY	CONSULTANT
Agricultural Commissioner County of Napa 1710 Soscol Ave., Suite 3 Napa, CA 94559	Kristin Lowell, Inc. 1420 E. Roseville Pkwy, #140-342 Roseville, CA 95661

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

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.

9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against

which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

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

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

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

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

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

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

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such

authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 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.

[SIGNATURES ON THE FOLLOWING 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).

KRISTIN LOWELL, INC.

Signed by:
By kristin lowell
2C8EE15535AD4E5...
KRISTIN LOWELL, President and Secretary

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: August 15, 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
SCOPE OF SERVICES

I. Description of Goods and/or Services

1. Assist the County in updating their database of existing planted vineyards and acreage within the District area.
2. Calculate each parcel's assessment. The assessment for each parcel is in direct relationship to the benefit each parcel receives from the pest prevention services. The relative responsibility will be based on the benefit nexus between the amount of special benefit each parcel receives from the services relative to the amount of benefit all the other parcels receive from the services.
3. Prepare the Winegrape Pest and Disease Control District annual Engineer's Report.
4. Submit the assessments to the County Auditor's office to include the assessments on the property tax bills.
5. Attend meetings as needed.

II. Schedule

Consultant shall perform the Scope of Services annually, after the Board of the Winegrape Pest and Disease Control District approve the assessment amount for the upcoming fiscal year.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

ACTIVITY	Hours	Fee
Task 1 Update Property Database	16	$1,600.00
Task 2 Calculate Assessments	12	$1,200.00
Task 3 Prepare Engineer's Report	16	$1,600.00
Task 4 Submit Assessment Roll	10	$1,000.00
Task 5 Attend Meetings	4	$400.00
PROJECT TOTALS:		
Hours	**58.0**	
Project cost		**$5,800.00**

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

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

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1410

TO: Board of Supervisors

FROM: Tracy Schulze - Auditor Controller

REPORT BY: Georgina Panganiban - Deputy Auditor-Controller

SUBJECT: Approve necessary accounting entries to close financial books for the fiscal year ended June 30, 2025.

RECOMMENDATION

Approve necessary accounting entries to close the financial books for the fiscal year ended June 30, 2025. (Fiscal impact: identified with each requested item in the attached letter; Various Funds; Not budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Auditor-Controller anticipates completing all the necessary accounting entries to close the fiscal year ended June 30, 2025 by Tuesday, September 30, 2025. Completing this process requires approval by the Board of Supervisors of numerous entries affecting various funds. These actions include all funds under the control of the Board of Supervisors.

Requested Actions:

1. Establishing, increasing, decreasing and maintaining fund balance assignments, restrictions or commitments;

2. Approving budgetary adjustments to increase appropriations offset by use of contingency or use of available/restricted fund balance;

3. Authorizing contract increases for client services rendered at Health and Human Services, Behavioral Health Division; and scope of work adjustments to the Facility Master Plan contract with Public Works.

4. Authorizing temporary cash advances, if necessary, for a negative cash position as of June 30, 2025, due to timing of receiving State reimbursements;

5. Approving an increase in the fiscal year 2025-26 budget for fiscal year 2024-25 commitments that were not

fulfilled during the year and not re-budgeted for in the following year, including ratification of amounts for both open purchase orders and multi-year capital projects;

6. Accepting a report of cash shortages throughout the year from various departments; and

7. Authorizing the Auditor-Controller the ability to continue to make additional accounting and budgetary entries as necessary to close the books.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	The requested adjustments will be funded by contingencies or use of available/restricted fund balance. Sources are identified with each requested item in the attached letter.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of these entries will enable the books to be properly closed in compliance with Generally Accepted Accounting Principles (GAAP) and with State accounting and budgeting regulations.
Is the general fund affected?	Yes
Future fiscal impact:	Included in this item is a budget adjustment to carry-forward budget appropriations from fiscal year 2024-25 to 2025-26. Carryforward amounts are encumbrances for commitments entered into during the fiscal year 2024-25 that have not been completed or fulfilled by June 30, 2025 and have not been re-budgeted as part of the 2025-26 Adopted Budget. Detailed listings of carryforward amounts are included as attachments to this item.
Consequences if not approved:	The County would not be in compliance with Generally Accepted Accounting Principles (GAAP) or State accounting and budgeting regulations.

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

Auditor-Controller

1195 Third Street · Room B10
Napa, CA 9455

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Main: (707) 253-4551
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Tracy A. Schulze
Auditor-Controller

Date: September 9, 2025

To: Napa County Board of Supervisors

From: Tracy A. Schulze
Auditor-Controller

Subject: Fiscal Year 2024-25 Closing Entries

At the end of each fiscal year, certain accounting and budgetary entries need to be recorded by the Auditor-Controller to complete the year-end closing process. I am requesting authorization to process these year-end adjustments, which are detailed below.

A. FUND BALANCE - ASSIGNMENTS/RESTRICTIONS/COMMITMENTS

Requested Action: Establish, increase, decrease or maintain assignments, restrictions and commitments as of June 30, 2025.

Government Accounting Standards Board (GASB) #54 requires governmental entities to clearly define categories of constraints placed on the government's fund balance for transparency and comparability. Fund Balance is categorized as follows:

1. Non-Spendable: not is spendable form (inventories and prepaid assets), or legally required to be maintained intact (endowments).
2. Restricted: externally imposed by creditors, grantors, contributors or laws, or imposed by law through constitutional provisions or enabling legislation.
3. Committed: imposed by formal action of the highest level of decision making authority (Board of Supervisors) and cannot be used for any other purpose unless there is a removal or change through the same type of formal action.
4. Assigned: constrained by the government's intent to be used for specified purposes, expressed by the governing body, except for stabilization agreements.
5. Unassigned: available; not restricted, committed or assigned to a specific use.

General Fund

Declared Emergency - (Restrictions for FEMA/CalOES revenues until the projects are fully audited and released)

- 2014 Earthquake, General Fund (1058001) - Maintain restriction of $1,200,495.
- 2017 Storms, General Fund (1058000) - Increase restriction by $99,602.25 for a total restriction of $3,107,670.
- 2017 Storms, Measure A Public Works Special Revenue Fund (1220060) - Maintain restriction of $379,565.
- 2019 Storms, General Fund (1058000) - Maintain restriction of $240,374.
- 2020 LNU Fire Complex, General Fund (1058000) – Maintain restriction of $2,656,095.
- 2020 Glass Fire, General Fund (1058000) – Maintain restriction of $1,434,268.

A. FUND BALANCE - ASSIGNMENTS/RESTRICTIONS/COMMITMENTS (Continued)

Ag Commissioner- Sealer - Excess Unclaimed Gas Tax - Increase assignment for facility improvements in subdivision 1600000, in the amount of $400,000 due to increased unclaimed gas tax allocation from the State.

Planning, Building and Environmental Services – Maintain assignment in the amount of $129,231.92 in subdivision 1700000, for the unspent funds from a staff relocation project approved by the Board of Supervisors on June 25, 2024 on Agenda Item 24-979.

Library Fund

Napa Library General Operations – Increase restriction for General Reserves by $14,400 to bring total General Reserves restriction to $2,243,000, which represents 17% of adopted appropriations less intrafund transfers, for fiscal year 2024-25 as of July 1, 2024.

Health and Human Services Fund

Mental Health Cost Report Payback – Increase the restriction by $1,974,307 bringing the total committed to $8,583,913. This commitment is used to fund potential claims settlement or audit paybacks.

EMS Medical Cache Trailers - Maintain the restriction of $5,000. In accordance with the terms of the JPA established in 2006, this restriction is to be used for major repairs and maintenance on Emergency Medical Service medical cache trailers purchased in 2006 using Department of Homeland Security grant funding. The trailers are used to house medical supplies needed to respond to potential emergency situations. No funds were used in fiscal year 2024-25.

Housing is Healthcare - Maintain the restriction of $9,160. This restriction is for advancing health equity work from the California Endowment and Public Health Institute for Housing is Healthcare to develop a communication campaign to increase awareness on the impact of homelessness on healthcare costs. No funds were used in fiscal year 2024-25.

Exemplary Health Equity - Maintain the restriction of $18,539. In May 2017 Public Health was awarded $25,000 for advancing health equity work from the California Endowment and Public Health Institute for Housing is Healthcare. The award is designed to be used at the discretion of the recipient and the Public Health division works with community partners to determine how the award can be best utilized. Award has no time limit for use. No funds were used in fiscal year 2024-25.

Cross-Sector Innovations Initiative Grant – Decrease restriction by $390 to reflect funds used during the year, bringing total restriction to $16,517. Funds are to be used for the development of a data sharing and evaluation plan as part of the Cross-Sector Innovation Initiative.

Homeless Mentally Ill Outreach & Treatment - Maintain the restriction of $21,993. This restriction is for a one-time funding related to homeless persons with mental illness. No funds were used in fiscal year 2024-25.

Transitional Housing Program Grant (Round 3) – Release the full restriction of $11,141 to reflect grant funds used during the year. The Transitional Housing Program provides funding for child welfare services agencies to help young adults aged 18 to 24 years find and maintain housing with priority given to those formerly in the foster care or probation systems.

Medi-Cal Administration – Release the full restriction of $2,039,929. The Medi-Cal Administrative allocation funds eligibility activities performed on behalf of applicants and recipients of the Medi-Cal program, such as screening, referrals, and processing applications and changes. No funds were spent, the grant period expired and the unspent funds were recouped by the California Department of Healthcare Services during fiscal year 2024-25.

A. FUND BALANCE - ASSIGNMENTS/RESTRICTIONS/COMMITMENTS (Continued)

Health Care Enhancement Program (IGT) – Increase the restriction by $248,141 designating the remaining net program fund balance towards future projects, bringing the total to $8,969,587. Funds are and will be used for health and behavioral health needs and outcome improvements.

Behavioral Health Bridge Housing (BHBH) – Decrease restriction by $99,528 to reflect grant funds used during the year and bringing total designation to $194,354. This program funds immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including mental illness (SMI) and/or substance use disorder (SUD).

Roads Fund

Greenwood Culvert – Release restriction of $110,000 as the mitigation requirements have been met and the funds can be released.

Affordable Housing Fund

Restrict fund balance in the amount of previously board approved loan resolutions for the below Napa Valley Community Housing developments:

- Monarch Landing (City of Napa) - Monarch Landing will provide housing available to a variety of low and very-low income residents, including 1, 2 and 3-bedroom family rental apartments with 16 units reserved for Coordinated Entry System (CES) placement. Release the full restriction in the amount of $1,500,000. The reservation of funds expired on June 30, 2025 and the project will not be funded at this time. (Reso. No. 2024-31)

- Pope Street - The Pope Street project in St. Helena is a 5-unit project between Napa Valley Community Housing and Our Town St. Helena. The project includes the conversion of an existing unit and the addition of other units to result in 5 units on a property already owned by Our Town. Release the full restriction in the amount of $200,000. The project was funded during fiscal year 2024-25. (Reso No. 2024-30)

- Jamboree Housing Project - Jamboree Housing Corporation (JHC), LLC, has site control of 515 Silverado Trail in the City of Napa, comprised of approximately 1.05 acres for the purposes of building forty (40) permanent supportive housing units (PSH) and one (1) managers unit. Maintain restriction in the amount of $1,550,000. No funds were used in fiscal year 2024-25. (Reso. No. 2023-150)

- Mid-Pen Housing – Mid-Pen Housing Corporation and Napa Valley Community Housing have partnered to begin a first phase that will consist of an 85-unit development which will provide affordable housing opportunities to a variety of low and very-low income households, including 1, 2 and 3 bedroom units. Establish a restriction in the amount of $3,000,000 for the County to fund predevelopment through permanent construction financing for the first phase of development. (Reso No. 2023-64)

B. JUNE 30, 2025 BUDGETARY AMENDMENTS

Record the following entries to process budgetary transactions (No. 25-1410) as of June 30, 2025:

General Fund

1. Fund 1000 (General Fund) – Increase appropriations in the General Fund, Fire Administration subdivision 1500000 due to the creation of Division 15000 at the end of fiscal year 2024-25. This Division has transitioned fire prevention related activities (other than Fire Marshal) from the Fire Protection Fund to the General Fund. New fire prevention activities were initiated in 2023-24 due to the anticipation of a Federal grant awarded which no longer exists. This action included the addition of a Fire Administrator and associated staff. The Fire Fund, Fund 2100, was established by Prop 13 in 1987 as a Special Revenue fund to properly segregate property taxes allocated for Fire Protection Services relating to fighting active fires and included services under the responsibility of the Fire Marshal.

   The decision to transition in fiscal year 2024-25 by creating a new Division in the General Fund was made to ensure the proper use of allocated property tax revenues, to increase transparency on the use of General Fund dollars, and to avoid risk of comingling any grant funds associated with discretionary fire prevention activities. The recommended budget for fiscal year 2025-26 included the new division within the General Fund and directed the transfer for fiscal year 2024-25 activity (both budget and actual revenues and expenditures) for historical purposes. The result of this move will negate a General Fund contribution of $18 million to the Fire Fund and the new division will now show Net County Cost estimated for fiscal year 2024-25 to be approximately $5,200,000

   A. To recreate the fiscal year 2024-25 budget in the new General Fund division 15000:
      Fire Administration (1500000-43790) – Increase State Funding by $3,000,000
      Fire Administration (1500000-43890) – Increase Federal Funding by $7,983,000
      Fire Administration (1500000-various expenditure accounts) – Increase total appropriations by $16,182,507.
   B. To eliminate the fiscal year 2024-25 budget in previous Fire fund division 21003:
      Fire Protection (2100300-43790 State Funding) – Decrease by $3,000,000
      Fire Protection (2100000-43890 Federal Funding) – Decrease by $7,983,000
      Fire Protection (2100300-various expenditure accounts) – Decrease total appropriations by $16,182,507.

2. Fund 1000 (General Fund) – Increase appropriations in General Fund, Central Services division, to allow the posting of annual entries in adherence to the Memorandum of Understanding between Napa County and Napa Superior Court:
   Central Services (1052000-52490) – Increase Other Professional Services by $45,000
   Central Services (1052000-33100) – Decrease Available Fund Balance by $45,000

3. Fund 1000 (General Fund) – Increase appropriations in General Fund- Central Services, Public Works and Office of Emergency Services divisions, to allow the reclass of expenses incorrectly recorded in Non-Departmental division:
   Central Services (1052000-52335) Increase Security Services by $57,000
   Public Works (1220000-various expense accounts) Increase appropriations by $29,000
   Office of Emergency Services (1380000-52600) Increase Rents and Leases-Equipment by $3,000
   Non-Departmental (1050000-various expense accounts) – Decrease appropriations by $89,000

4. Fund 1000 (General Fund) – Increase appropriations in General Fund- Public Works and Office of Emergency Services divisions, to allow the reclass of expenses incorrectly recorded in Central Services division:
   Public Works (1220000-various expense accounts) Increase appropriations by $140,120
   Office of Emergency Services (1380000-52510) Increase Maintenance B/I PW Charges by $1,700
   Central Services (1052000-various expense accounts) Decrease appropriations by $141,820

Non-Operating Special Revenue Funds – Increases in transfers out, to a transfer into the operating fund.

5. Fund 2460 (Health and Sanitation SRF) – Increase appropriations in Public Health-Health Resources and Services to cover existing costs in operating fund 2000, Public Health:
   Public Health-Health Resources and Svcs. (2000155-56100) – Increase Transfers Out by $6,000
   Public Health-Health Resources and Svcs. (2000155-43290) – Increase State Other Health by $6,000
   HHSA Fund, Public Health (2000-2000100-48200) – Increase Transfers In by $6,000

6. Fund 2480 (Public Assistance SRF) - Increase appropriations in Clerk Domestic Violence to cover existing costs in operating fund 2000, Self Sufficiency:
   Clerk Domestic Violence (2000650-56100) – Increase Transfers Out by $112
   Clerk Domestic Violence (2000650-46800) – Increase Charges for Services by $112
   HHSA Fund, Self Sufficiency (2000-2000600-48200) – Increase Transfers In by $112

7. Fund 2480 (Public Assistance SRF) - Increase appropriations in Social Services Family Support to cover existing costs in operating fund 2000, Self Sufficiency:
   Social Services Family Support (2000651-56100) – Increase Transfers Out by $675,000
   Social Services Family Support (2000651-33100) - Decrease Available Fund Balance by $675,000
   HHSA Fund, Self Sufficiency (2000-2000600-48200) – Increase Transfers In by $675,000

8. Fund 2480 (Public Assistance SRF) - Increase appropriations in Sales Tax Realignment to cover existing costs in operating fund 2000, Self Sufficiency:
   Sales Tax Realignment- CALWorks (2000652-56100) – Increase Transfers Out by $215,000
   Sales Tax Realignment- CALWorks (2000652-33100) - Decrease Available Fund Balance by $215,000
   HHSA Fund, Self Sufficiency (2000-2000600-48200) – Increase Transfers In by $215,000

9. Fund 2500 (2011 Realignment) - Increase appropriations in 2011 Realignment to cover existing costs in operating fund 2000, Self Sufficiency:
   Sales Tax Realignment- CALWorks (2000652-56100) – Increase Transfers Out by $215,000
   Sales Tax Realignment- CALWorks (2000652-33100) - Decrease Available Fund Balance by $215,000
   HHSA Fund, Self Sufficiency (2000-2000600-48241) – Increase Transfers In 2011 Realignment by $215,000

B. JUNE 30, 2025 BUDGETARY AMENDMENTS (Continued)

Capital Improvement Fund

1. Fund 3000 (Capital Improvement Fund) – Increase appropriations in the Capital Improvement Fund to allow transfer to the Facilities Master Plan project. Staff recommends the transfer to cover the additional costs and staff time needed to close the project as of June 30, 2025:
   Accumulated Capital Outlay (3000000-57900) – Increase Transfers Out by $62,000
   Accumulated Capital Outlay (3000000-33100) - Decrease Available Fund Balance by $62,000
   CIP-Countywide Projects, Facilities Space Plan and Development (3000560-49900-23045) – Increase Transfers In by $62,000
   CIP-Countywide Projects, Facilities Space Plan and Development (3000560-52360-23045) – Increase Construction Services by $62,000

C. CONTRACT INCREASES

Increase the following contract amounts to pay for services received as of June 30, 2025

Vendor Name	Contract #	Current Contract Amount	Increase Requested	Increased Contract Amount	Reason for Increase
Tsunami Enterprises, Inc.	170341B	$20,000	$2,000	$22,000	Tsunami increased rates for Representative Payee services for Behavioral Health clients whom the County has Lanterman-Petris-Short (LPS) Conservatorship responsibility for during FY 2024-25.
LPA, Inc.	250198B	$660,000	$79,481	$739,481	Revisions to scope are needed to complete the Facilities Master Plan project at the end of FY2024-25.

D. TEMPORARY CASH ADVANCES

Allow Auditor-Controller to record entries providing temporary cash advances to funds that end the fiscal year in a deficit cash position, if necessary. The majority of these advances are needed when reimbursements for program expenditures are not received by year-end, as is the case with the In-Home Supportive Services Authority. These cash advances are repaid with first revenues collected in the new fiscal year.

E. PURCHASE ORDER ENCUMBRANCES (Fiscal Year 2025-26 carryforward)

Complete a budget adjustment to increase budget appropriations of $2,023,875 carrying forward budget from fiscal year 2024-2025 to 2025-26 for commitments (encumbrances) existing during fiscal year that have not been completed or fulfilled by June 30, 2025. Once the commitment is complete, any budget remaining will be removed to disallow unauthorized use for another purpose. A list of re-encumbrances is provided in Attachment A.

F. RATIFY FINAL CARRY FORWARD CAPITAL PROJECT BUDGETS AND CONTRACTS

On June 24, 2025, a budget adjustment carrying forward preliminary remaining balances of capital project budgets and contracts associated with the projects was approved. These estimates were provided to the Board to ensure the projects could continue into the new fiscal year without delay from budgetary restraints. Attachment B provides updated capital improvement (CIP) and other projects remaining budgets required to date, for total carry forward appropriations into fiscal year 2025-26 of $80,491,183 an increase of approximately $3.6 million from the original estimates.

G. CASH SHORTAGES

On September 17, 2002, Resolution R-02-188 adopted by the Board of Supervisors requires the Auditor-Controller to request release of accountability from Board of Supervisors on behalf of all affected departments at the end of each year. During the fiscal year 2024-25, a net shortage of $10.00 was reported by the Napa County Library.

H. ADDITIONAL APPROVAL REQUEST

Record other accounting and budgetary entries as needed to balance and close fiscal year 2024-25 for all funds controlled by the Board of Supervisors. This authorization will ensure the financial records of the County are recorded in accordance with Generally Accepted Accounting Principles (GAAP), following all Governmental Accounting Standards Board (GASB) procedures.

EXCESS ERAF (Informational Item)

We have now completed all allocations to ERAF for fiscal year 2024-25 as required by State Revenue & Taxation Code (R&T) 97. Following the allocations, we calculated the ERAF distributions using State apportionment factors and information provided by the State Department of Education and the California Community College Chancellor's Office. The calculation resulted in an excess amount in ERAF above the amounts required to fully fund all public schools within the county.

R&T 97.70(f)(1) has a provision to 'hold the entities harmless' for excess funds that would otherwise have been allocated. This provision requires the Auditor-Controller to return excess ERAF funds to all entities that contributed to the ERAF shift. We hold a 10% reserve each year, which subsequently gets released after three years, due to the ability for the school calculations to be changed for up to three years regarding ERAF entitlement.

The following chart shows the calculated excess ERAF, the amounts held in reserve for future state settlements, and the amounts distributed back to the contributing entities. This revenue is for fiscal year 2024-25 and will be recorded as of June 30, 2025

Fund	Description	Total Excess ERAF	Less: Reserve	Excess ERAF to be Distributed
1000	Napa County	$ 29,163,635	$ (2,916,363)	$ 26,247,272
2100	Fire Non-Structural	(1,559,549)	155,955	(1,403,594)
2020	County Library	1,469,592	(146,959)	1,322,633
2100	Fire Protection	1,664,424	(166,442)	1,497,982
		30,738,102	(3,073,809)	27,664,293
9411	City of Calistoga	469,018	(46,902)	422,116
9412	City of Napa	4,873,813	(487,381)	4,386,432
9412	City of St. Helena	549,265	(54,927)	494,338
9414	Town of Yountvilee	234,230	(23,423)	210,807
9415	City of American Canyon	70,128	(7,013)	63,115
		6,196,454	(619,646)	5,576,808
5220	Lake Berryessa Resort Improvement District	15,030	(1,503)	13,527
5240	Napa Berryessa Resort Improvement District	21,875	(2,188)	19,687
2860	Monticello Cemetery District	15,625	(1,563)	14,062
9504	Circle Oaks Water District	15,774	(1,577)	14,197
7400	Congress Valley Water District	43,862	(4,386)	39,476
7100	Mosquito Abatement District	110,865	(11,087)	99,778
7500	River Reclamation District	45,388	(4,539)	40,849
		268,419	(26,843)	241,576
	Total Fiscal Year 2024-25	**$ 37,202,975**	**$ (3,720,298)**	**$ 33,482,677**

PERS PREPAYMENT (Informational Item)

Beginning with fiscal year 2010-11, the County has consistently prepaid the Employer's Contribution related to the Miscellaneous Plan in order to take advantage of discounted rates. Changes at CalPERS have opened prepayment options for the County's Safety Plan, but have limited the amount an agency can prepay to each plan's Employer's Contribution related to unfunded actuarial accrued liabilities. While adapting to these changes, the County continues to take full advantage of the prepayment option. In order to spread these lump sum payments to the appropriate departments, the County calculates pension rates that allow pension expense to be allocated each payroll with offsets against the prepayment balances. For fiscal year 2024-25, the rates charged resulted in an over allocation of pension payments totaling $6,009,113. The over-allocated amount was returned to departments once the final PERS transactions were completed. A breakdown of the benefitting funds and departments is provided in Attachment C.

I will be available at the Board meeting to answer any questions you may have regarding the above requests.

County of Napa

Final Purchase Order Carryforward Listing

June 30, 2025

Attachment A

PO Number	Fiscal Year	Description	Open Amount		Vendor	Department
25001397	2025	POLICE, PRISON AND SECURITY ACCESS EQUIPMENT AND S	$24,024.12	35312	IDEMIA IDENTITY & SECURITY USA LLC	Corrections
25001666	2025	Inmate Welfare	$6,863.52	16611	BOB BARKER CO INC	Corrections
25001587	2025	Dell Laptops and Docks (2 each)	$3,355.55	20328	DELL MARKETING LP	County Executive Office
25001496	2025	Video Encoder	$5,628.72	24946	GRANICUS LLC	County Executive Office
25001641	2025	Calistoga Library- bottle filling drinking fountai	$5,989.83	30995	GRAINGER INDUSTRIAL	County Library
25001656	2025	Yountville Fire Station #12 repair	$13,514.72	41405	BARTLEY PUMP PM, LLC	Fire Protection
25001656	2025	Yountville Fire Station #12 repair	$4,484.48	41405	BARTLEY PUMP PM, LLC	Fire Protection
25001369	2025	#18 Rope Rescue Cache	$2,003.97	297	LN Curtis	Fire Protection
24002365	2024	WH Webgear (small-XLarge)	$23,376.89	41576	WESTERN FIRE SUPPLY	Fire Protection
24002127	2024	T-12 Elkhart Fire Hose Nozzles	$3,500.76	7026	ALLSTAR FIRE EQUIPMENT INC	Fire Protection
24001467	2024	WH Nomex 360 Yellow Helmet	$11,022.83	36047	MAINTENANCE SUPPLIES	Fire Protection
24000586	2024	#21 Skeeter EV/IHC 1750 Water Tender	$570,993.42	11327	GOLDEN STATE FIRE APPARATUS/PIERCE MFG	Fire Protection
24000524	2024	WH Webgear (small-XLarge), hydration packs, talk b	$24,179.10	41576	WESTERN FIRE SUPPLY	Fire Protection
23001266	2023	Skeeter Type 6 Patrol Engine for Station 14	$347,061.72	11327	GOLDEN STATE FIRE APPARATUS/PIERCE MFG	Fire Protection
23002325	2023	U10 Outfit Equipment	$1,624.66	7026	ALLSTAR FIRE EQUIPMENT INC	Fire Protection
23001192	2023	TRT - Rope clutch	$2,510.58	23722	SAFEWARE, INC.	Fire Protection
23001074	2023	#12 PPE WH - helmets, gloves, googles	$4,759.70	21311	WITMER PUBLIC SAFETY GROUP, INC.	Fire Protection
25001622	2025	SSSD Career Center Reconfiguration	$7,880.58	36243	TROPE GROUP INC	Health & Human Services Agency
24001195	2024	Mobile Outreach Vehicle	$744,194.78	101060	LDV CUSTOM SPECIALTY VEHICLES	Health & Human Services Agency
25001497	2025	DHHS 3 Offices	$12,498.99	36243	TROPE GROUP INC	Housing and Community Services
25000837	2025	SkyLine sensory room furniture	$19,114.87	101988	PINEAPPLE CONTRACTS INC	Probation
25000693	2025	Renewal of Capital Management Software	$33,864.79	35792	BRIGHTLY SOFTWARE INC	Property Management
25001617	2025	New Jail - Napa County Kl Lobby Adds	$1,741.35	34223	ONE WORKPLACE L. FERRARI, LLC	Public Works
25001447	2025	Steelcase Tables for Replacement Jail CIP 19005	$1,872.88	34223	ONE WORKPLACE L. FERRARI, LLC	Public Works
25000692	2025	Quote #737371 Installation and Project Management	$19,850.11	34223	ONE WORKPLACE L. FERRARI, LLC	Public Works
25001063	2025	Various Items for New Jail CIP #19005	$80,838.70	34223	ONE WORKPLACE L. FERRARI, LLC	Public Works
25001605	2025	MOTOROLA APX6000 XE RADIOS 2024 HSGP	$47,122.43	29125	MOTOROLA SOLUTIONS INC	Sheriff

Total PO Carryforward $2,023,874.05

County of Napa
CIP & Non-CIP Carryforward detail listing
June 30, 2025

ATTACHMENT B

	Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
CIP Carryforward Detail Listing				
General Fund - Public Works Projects				
1000 1220500 05001 (MST Reclaim Water)	$ 181,640	$ 181,640		$ -
1000 1220500 05002 (Angwin Water Study)	228,352	228,352		-
1000 1220500 07002 (Oakville-Knowl Sediment Plan)	1,034,230	1,034,230		-
1000 1220500 10005 (Water Conservation Program)	31,512	31,512		-
1000 1220500 11012 (Measure A-Lake Berryessa)	1,281,455	1,281,455		-
	2,757,189	**2,757,189**		**-**
Library				
2020 2020501 25028 (Napa Library Maintenance)	-	77,286	250313B Nacht & Lewis Architects, Inc.	69,479
2020 2020502 25017 (Am Can Library Remodel 2024-2025)	-	102,157		-
	-	**179,443**		**69,479**
Roads				
2040 2040500 06004 (Flood Disaster Road Repairs)	-	36,415		-
2040 2040500 10002 (Devlin Road Segment E)	-	222,545	250053B Sanchez Brothers Landscaping Inc	2,300
2040 2040500 14009 (Dry Creek Bridge -Dry Creek)	3,877,522	8,687,742	240278B ADKO ENGINEERING, INC.	16,328
	-	-	250223B Bureau Veritas North America Inc	1,095,144
	-	-	250403B Gordon N. Ball, Inc	5,640,499
2040 2040500 14010 (Chiles Creek Bridge-Pope Valle)	-	1,300,326	240283B Bureau Veritas North America Inc	5,620
	-	-	240254B GORDON N. BALL, INC.	8,844
2040 2040500 16003 (Garnett Bridge at Greenwd Ave)	276,811	151,884	190001B Biggs Cardosa Associates, Inc.	101,120
2040 2040500 16017 (Greenwood EMRM)	-	30,367		-
2040 2040500 20035 (Buhman Bridge)	-	28,548		-
2040 2040500 21060 (Soscol Ferry Rd at Devlin Rd Intersection Roundabout)	-	38,448	250176B G.H.D. INC.	20,916
2040 2040500 21061 (2020 Glass-Silverado Trail Culvert)	-	66,228		-
2040 2040500 21069 (BK FLAP 2)	-	53,733		-
2040 2040500 22003 (HSIP Cycle Striping Project)	-	287,200		-
2040 2040500 22005 (2021 Storm 1730 Silverado Trail)	-	61,301		-
2040 2040500 22012 (Campbell Creek Culvert)	-	188,619		-
2040 2040500 22030 (Berryessa Estate Paving)	-	267		-
2040 2040500 22031 (Berryessa Highlands Paving)	-	220,946		-
2040 2040500 22042 (HSIP Cycle 11)	-	81,656		-
2040 2040500 23006 (2023 Annual Guardrail Repairs)	-	1,445,981	230084B ADKO Engineering, Inc.	254,813
	-	-	230190B Miller Pacific Engineering Group	129,637
	-	-	240278B ADKO ENGINEERING, INC.	36,130
	-	-	250437B Valentine Corporation	763,369
2040 2040500 23007 (Redwood Road Seal)	-	13,637		-
2040 2040500 23008 (Old Howell Mt Rd Seal)	-	14,967		-

County of Napa
CIP & Non-CIP Carryforward detail listing
June 30, 2025

ATTACHMENT B

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
2040	2040500	23009 (Wooden Valley Road Seal)	-	14,967		-
2040	2040500	23026 (Monticella Area Paving)	-	316,066		-
2040	2040500	23029 (Napa Valley Vine Trail Resurfacing)	-	296,848		-
2040	2040500	23031 (2023 Road Striping Maintenance)	-	1,018		-
2040	2040500	23033 (Dry Creek Rd. MPM 11.6)	-	164,550	230190B Miller Pacific Engineering Group	2,102
2040	2040500	23034 (Lawley Toll Rd. MPM 2.50)	-	91,563		-
2040	2040500	23035 (Mt. Veeder Rd. MPM 3.75)	-	46,873	230190B Miller Pacific Engineering Group	1,372
2040	2040500	23037 (Mt. Veeder Rd. MPM 3.99)	-	310,460	230190B Miller Pacific Engineering Group	1,287
2040	2040500	23038 (Steele Canyon Rd. MPM 6.4)	-	23,444	230190B Miller Pacific Engineering Group	799
2040	2040500	23039 (Redwood Rd. MPM 4.5)	-	42,809	230190B Miller Pacific Engineering Group	2,093
2040	2040500	24007 (Pope Valley Road Resurfacing)	-	770,996		-
2040	2040500	24008 (Ink Grade Road Resurfacing)	-	387,996		-
2040	2040500	24012 (NV Vine Trail Yountville-St. Helena)	-	1,788,869		-
2040	2040500	24015 (HSIP Cycle 11 Intersection Improv.)	-	257,229	230190B Miller Pacific Engineering Group	352
2040	2040500	24017 (2024 Annual Bridge Repairs)	-	140,929	210324B G.H.D. INC.	27,459
			-	-	240388B Ashron Construction and Restoration, Inc.	10,480
2040	2040500	24020 (Butts Canyon Road Resurfacing)	-	79,347		-
2040	2040500	24021 (North Napa Crossroads Paving)	-	65,523	240285B G.H.D. INC.	2,862
2040	2040500	24025 (South County Paving)	-	745,449		-
2040	2040500	24030 (Zinfandel Approach Scour)	-	307,291	240278B ADKO ENGINEERING, INC.	33,825
2040	2040500	24033 (MT Solano Ave-Big Ranch Rd. Pavement)	-	256,368		-
2040	2040500	24034 (Deer Park Region and West Zinfandel Paving)	-	79,849	240426B G.H.D. Inc.	35,835
2040	2040500	25007 (HSIP 12)	-	55,722		-
2040	2040500	25008 (Redwood Road 2.3 Repair Wall)	-	267,055		-
2040	2040500	25010 (Pueblo Pocket Sewer/Roadway Rehab)	-	625,932	250396B Nichols Consulting Engineers	421,421
2040	2040500	25013 (2025 Annual Guardrail Repair)	-	472,598		-
2040	2040500	25014 (2025 Minor Bridge Repairs)	-	140,749	240278B ADKO ENGINEERING, INC.	68,410
2040	2040500	25015 (Upper Partrick Road Rehabilitation)	-	968,803		-
2040	2040500	25016 (Bridge Preventive Maint. Program)	-	193,358		-
2040	2040500	25020 (Annual Striping Maintenance)	-	43,796		-
2040	2040500	25021 (Mt. Veeder Rd. MPM 3.5)	-	230,310	250321B ADKO ENGINEERING, INC.	15,015
2040	2040500	25022 (Mt. Veeder Rd. MPM 5.2)	-	2,611,928	260061B Rehak General Engineering LLC	1,687,242
2040	2040500	25023 (South Kelly Road Paving)	-	41,034	250311B City of American Canyon	25,392
2040	2040500	25024 (Cutting Wharf Road Paving)	-	3,610,874	230190B Miller Pacific Engineering Group	7,084
			-	-	250432B O.C. Jones & Sons, Inc.	2,743,100
2040	2040500	25026 (East County Roads Paving RDS 25-11)	-	789		-
2040	2040500	25029 (Tower Road Paving)	-	88,897	250311B City of American Canyon	38,080
2040	2040500	25030 (Gordon Valley Road Paving, RDS 25-1)	-	4,346	230190B Miller Pacific Engineering Group	1,500
2040	2040500	25031 (Cutting Wharf Boat Launch Paving)	-	8,820		-
2040	2040500	25033 (Redwood Road 2.3)	-	1,299,099	250354B ADKO ENGINEERING, INC.	82,900
			-	-	240278B ADKO ENGINEERING, INC.	29,073

County of Napa
CIP & Non-CIP Carryforward detail listing
June 30, 2025

ATTACHMENT B

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
2040	2040500	25034 (Rossi Road Bridge)	-	1,723,085	250353B ADKO ENGINEERING, INC.	104,296
2040	2040500	25035 (Ridgecrest Drive)	-	1,301,776	250352B ADKO ENGINEERING, INC.	50,136
2040	2040500	25036 (2025 Storm debris clean/sml. Slides)	-	323,593	230190B Miller Pacific Engineering Group	20,446
2040	2040500	25038 (Mount Veeder 1.2)	-	1,081,325	240278B ADKO ENGINEERING, INC.	106,203
2040	2040500	25039 (Berryessa Knoxville 4.0)	-	346,877		-
2040	2040500	25042 (Road paving (various))	-	6,030,396	250460B Team Ghilotti, Inc.	4,397,141
2040	2040500	25044 (Napa Valley Vine Trail Vista)	-	24,710		-
2040	2040500	25045 (Culvert on Madison Street)	-	249,623		-
2040	2040500	25047 (Trancas Paving)	-	25,392	230190B Miller Pacific Engineering Group	1,112
2040	2040500	25052 (Lynn Drive Paving)	-	24,676		-
2040	2040500	97001 (Oakville Bridge)	-	494,103		-
2040	2040500	R8020 (Partrick Road Bridge MPM 00.88)	-	250,817	240278B ADKO ENGINEERING, INC.	11,684
2040	2040500	R8390 (Manley Lane)	-	19,822		-
2040	2040500	S7312 (Dry Creek Road-MPM 9.75)	-	289,912	230084B ADKO Engineering, Inc.	318
2040	2040500	S7315 (Redwood Rd - MPM 5.76)	-	103,148	240278B ADKO ENGINEERING, INC.	7,507
2040	2040500	S9101 (555 Wall Road)	-	49,338		-
2040	2040500	S9103 (Oakville Grade mpm 1.35)	-	406,386		-
			4,154,333	**42,528,343**		**18,011,245**
Fire						
2100	2100500	24031 (Yountville Fire Station Bathrooms)	-	442,017	220317B Nacht & Lewis Architects, Inc.	26
			-	**442,017**		**26**
Public Ways & Facilities SRF						
2440	1220060	Measure A - Unincorporated	80,000	2,757,189		-
			80,000	**2,757,189**		**-**

County of Napa
CIP & Non-CIP Carryforward detail listing
June 30, 2025

ATTACHMENT B

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
Capital Projects						
3000	3000505	13025 (Jail Replacement Project)	-	70,287		-
3000	3000560	17015 (ADA Transition Plan)	-	93,345		-
3000	3000550	18002 (Pavement Maintenance)	-	24,753		-
3000	3000560	19002 (Bear Creek Tributary)	8,392	7,239		-
3000	3000505	19005 (New Jail)	-	2,035,022	230333B Geocon Consultants Inc	1,793
			-	-	250329B One Workplace L. Ferrari, LLC	34,552
3000	3000505	19006 (New Jail (Offsite)	-	153,228		-
3000	3000550	20024 (Sullivan Lot Redesign & Resurface)	-	16,507		-
3000	3000550	21070 (1127 First HVAC Replacement)	-	6,413,570	250327B Kirby Constructions Company, Inc.	4,667,143
3000	3000504	22008 (South Campus Bldg A&B Maintenance)	-	7,267,300	240311B Nacht & Lewis Architects, Inc.	134,693
3000	3000560	22028 (Coutywide Security Projects)	-	463,998	240106C Bay Alarm Company	692
3000	3000560	22035 (EOC Emergency Generators)	-	49,625		-
3000	3000505	23013 (Jail Transition Project)	-	385,096	220317B NACHT & LEWIS ARCHITECTS, INC.	11,660
3000	3000503	23016 (JJC Improvements)	-	222,080	250386B GSP Construction Inc.	170,615
3000	3000504	23018 (So Campus Bldg #4 HVAC Upgrades)	-	131,378		-
3000	3000503	23021 (JJC Security System)	-	138,186		-
3000	3000560	23045 (Facilities Space Plan and Plan Dev.)	-	18,950		-
3000	3000560	24001 (Countywide ADA)	-	1,763,197		-
3000	3000501	24002 (SO-Records Communication Box)	-	120,615		-
3000	3000500	24006 (Board Chambers A/V Upgrade)	-	48,838		-
3000	3000560	24011 (Enterprise Data Mgmt. Solutions)	-	118,954	240184B INFOVERITY, U.S., INC	7,000
3000	3000500	24026 (Admin Building Emergency Sewer Line)	-	91,820		-
3000	3000504	24027 (Crisis Stailization Napa B5_497)	-	147,870	240326B T.L.C.D. ARCHITECTURE	143,363
3000	3000560	24028 (Atlas Peak Generator Replacement)	-	30,634		-
3000	3000560	25001 (HVAC & Roof Repairs)	-	148,928		-
3000	3000560	25002 (Major Carpet Replacements)	-	150,000		-
3000	3000560	25003 (Generator Repair and Replacement)	-	200,000		-
3000	3000560	25004 (Skyline Park Acquisition)	-	688,762	210324B G.H.D. Inc.	2,450
			-	-	250355C Unico Engineering Inc.	3,622
3000	3000560	25005 (Reentry Facility Acquisition)	-	76,475	220317B NACHT & LEWIS ARCHITECTS, INC.	9,741
3000	3000550	25018 (Mt. St. Helena Tower Replacement)	-	183,729	220317B NACHT & LEWIS ARCHITECTS, INC.	87,500
3000	3000503	25019 (JJC Building Maintenance)	-	36,137	250299B Nacht & Leqis Architects, Inc.	20,580
3000	3000560	PM000 (Repair & Replacement (Small Proj.))	-	129,066		-
3000	3000550	25050 (HHSA Behavioral Health Treatment Center)	-	229,380	220317B NACHT & LEWIS ARCHITECTS, INC.	9,163
			8,392	**21,654,967**		**5,304,565**

County of Napa
CIP & Non-CIP Carryforward detail listing
June 30, 2025

ATTACHMENT B

		Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
Airport					
5010 5010500 23041 (Airport Terminal Redevelop. Phase I)		-	271,975		
5010 5010500 24003(Twy K-Rwy 19R Apron Reconstruction)		897,728	864,793	240342B MEAD & HUNT INC	103,233
		-	-	240362B O.C. Jones and Sons, Inc.	503,361
5010 5010500 24032 (Fuel Farm Improvement)		-	131,334	240127B Roundtable Technical Resources, LLC	8,313
		-	-	240399B American Environmental	38,693
5010 5010500 25025 (Runway 6-24 PCC Joint Rehab)		-	13,308	250309B Mead & Hunt Inc	12,835
5010 5010500 25040 (North GA Ramp Reconstruction)		-	475,334	250360B Mead & Hunt Inc	467,667
		897,728	**1,756,745**		**1,134,101**
5th Street Parking Garage					
5020 5020500 PKG00 (Uncommitted Project Funds)		-	80,512		-
5020 5020500 25027 (5th Street Garage Maintenance)		-	141,160	250313B Nacht & Lewis Architects, Inc.	104,218
		-	**221,672**		**104,218**
Animal Shelter					
5040 5040500 ANS00 (Uncommitted Project Funds)		-	88,522		-
		-	**88,522**		**-**
Total CIP Appropriations/Revenue Carryforward		**$ 7,897,642**	**$ 72,386,087**	**Total CIP Contract Balances to Carryforward**	**$ 24,623,634**
Non-CIP Carryforward detail listing					
1000 - General Fund					
1140000-52515 Assessor Clerk Recorder		-	17,683	230227B The Sidewell Company	17,683
2080 - Affordable Housing					
2080010-56500 Affordable Housing Projects		-	447,785	Sandpiper	130,785
				Heritage House	100,000
2080020-56500 Proximity Housing Projects		-	1,091,054		
2080050-56500 Jr. Accessory Dwelling Loans		-	4,176,301		
3000 -Capital Projects - Project 20ERP					
3000 3000560 20ERP (County Finance & HR ERP System)		-	2,372,273	200281B TYLER TECHNOLOGIES, INC.	527,713
		-	**8,105,096**		**776,181**
Total Non-CIP Appropriations/Revenue Carryforward		**$ -**	**$ 8,105,096**	**Total Non-CIP Contract Balances to Carryforward**	**$ 776,181**
Grand Total Appropriations/Revenue Carryforward		**$ 7,897,642**	**$ 80,491,183**	**Total Contract Balances to Carryforward**	**$ 25,399,815**

County of Napa
Retirement Prepayment Reconciliation
June 30, 2025

Fund	Description	Subdivision	Description	Retirement Adjustment
1000	General Fund	1010000	Board of Supervisors	$ 40,614.02
1000	General Fund	1020000	County Executive Office	103,996.56
1000	General Fund	1021500	Administration	55,786.04
1000	General Fund	1022000	Human Resources	97,929.15
1000	General Fund	1028000	LAFCO	10,789.56
1000	General Fund	1100000	Auditor-Controller	92,646.83
1000	General Fund	1120000	Treasurer-Tax Collector	44,763.70
1000	General Fund	1140000	Assessor	77,583.25
1000	General Fund	1141000	Elections	19,701.76
1000	General Fund	1142000	Recorder-County Clerk	19,203.24
1000	General Fund	1200000	County Counsel	113,209.96
1000	General Fund	1220000	PW Admin Building	145,261.29
1000	General Fund	1220001	PW Flood Building	65,310.20
1000	General Fund	1220004	Solid Waste	9,143.91
1000	General Fund	1300000	District Attorney	334,252.68
1000	General Fund	1320000	Public Defender	129,369.26
1000	General Fund	1360000	Sheriff	643,918.40
1000	General Fund	1361000	Sheriff-Coroner	11,370.15
1000	General Fund	1362000	Sheriff-Animal Services	24,118.79
1000	General Fund	1363000	Sheriff-Special Investigations	21,717.10
1000	General Fund	1380000	Emergency Services - Operations	11,695.23
1000	General Fund	1400000	Corr-Administration	49,643.99
1000	General Fund	1400001	Corr-Law Enforcement Op	328,556.49
1000	General Fund	1400002	Corr-Culinary-Laundry	12,214.64
1000	General Fund	1400003	Corr-Maintenance	13,642.55
1000	General Fund	1420000	Probation	335,751.14
1000	General Fund	1421000	Probation-Juvenile Hall	111,483.83
1000	General Fund	1600000	Ag Commissioner-Sealer	97,328.20
1000	General Fund	1700000	PBES-Planning	158,516.21
1000	General Fund	1702000	PBES-Environmental Health	87,797.81
1000	General Fund	1703000	PBES-Local Enforcement Agency	12,739.67
1000	General Fund	1704000	PBES - Natural Resources	21,840.64
1000	General Fund	1750000	Parks	14,067.64
1000	General Fund	1800000	UC Cooperative Extension	9,229.27
			Total General Fund	$ 3,325,193.16

County of Napa

Retirement Prepayment Reconciliation

June 30, 2025

Fund	Description	Subdivision	Description	Retirement Adjustment
2000	Health and Human Service	2000100	PH-Administration	$ 254,610.96
2000	Health and Human Service	2000200	BH-Mental Health	249,578.30
2000	Health and Human Service	2000203	BH-MHSA	122,520.02
2000	Health and Human Service	2000205	BH-Alcohol and Drug Services	96,186.06
2000	Health and Human Service	2000400	CWS-Administration	269,682.66
2000	Health and Human Service	2000500	CSOA-Administration	164,434.55
2000	Health and Human Service	2000600	SS-Administration	350,448.43
2000	Health and Human Service	2001000	Agency Administration	233,765.61
			Total HHSA	$ 1,741,226.59
2020	County Library	2020000	Library General Operations	$ 61,844.59
2020	County Library	2020001	Napa Main Library	72,898.89
2020	County Library	2020002	American Canyon Library	12,316.33
2020	County Library	2020003	Yountville Library	6,166.95
2020	County Library	2020004	Calistoga Library	6,769.42
2020	County Library	2020005	Literacy Program	9,149.55
			Total Library	$ 169,145.73
2100	Fire Protection	2100001	Fire - Fire Marshal	$ 25,565.58
2100	Fire Protection	2100300	Fire Prevention	15,727.14
			Total Fire Protection	$ 41,292.72
2040	Roads	2040000	Roads Operations-Maintenance	$ 94,192.22
2140	Building	2140000	Building-Inspection	$ 102,459.92
2160	Child Support Services	2160000	Child Support Services	$ 78,152.62
4100	Fleet Management	4100000	Fleet Managment-Operations	$ 15,262.53
4200	Information Technology Service	4200000	ITS-Administration	$ 38,659.15
4200	Information Technology Service	4200001	ITS-Applications & Development	119,859.99
4200	Information Technology Service	4200002	ITS-Network Operations	85,574.39
4200	Information Technology Service	4200011	ITS-Records Management	9,047.12
4200	Information Technology Service	4200012	ITS-Telephony	20,134.79
4200	Information Technology Service	4200013	ITS-Radio	8,167.48
			Total ITS	$ 281,442.92
4300	Property Management	4300000	Prop Mgmt - Maintenance	$ 54,496.27
4300	Property Management	4300005	Prop Mgmt - Custodial	43,798.30
			Total Property Management	$ 98,294.57
5010	Airport	5010000	Airport-Operations	$ 27,437.90
5040	Animal Shelter	5040000	Animal Shelter-Operations	$ 28,470.89
5080	Lake Berryessa Concessions	5080000	Lake Berryessa Concessions	$ 6,540.88
			Grand Total	**$ 6,009,112.65**

A Tradition of Stewardship
A Commitment to Service

MEMORANDUM

To:	Board of Supervisors	From:	Tracy A. Schulze Auditor-Controller
Date:	September 9, 2025	Re:	BOS Agenda September 9, 2025 Item 5B

Please accept this correction to the closing entries in the Auditor-Controller Memo, Section B – Budgetary Amendment #9. The original information was erroneously duplicated from Amendment #8.

Amendment #9 is requested to be as follows:

Fund 2500 (2011 Realignment) - Increase appropriations in 2011 Realignment to cover existing costs in operating fund 2000, Child Welfare Services:

- 2011 Realignment – Protective Services (2000486-56100) – Increase Transfers Out by $820,000
- 2011 Realignment – Protective Services (2000486-33100) - Decrease Available Fund Balance by $820,000
- HHSA Fund, Child Welfare Services (2000-2000400-48241) – Increase Transfers In 2011 Realignment by $820,000

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Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1535

TO: Board of Supervisors

FROM: Tracy Schulze, Auditor-Controller

REPORT BY: Christine Hernandez, Deputy Auditor-Controller

SUBJECT: County-Wide Audit of Procurement Card (P-Card) Program

RECOMMENDATION

Accept and instruct the Clerk of the Board to file the audit of the Procurement Card Program for the period of January 1, 2025 - June 30, 2025. (No Fiscal Impact)

BACKGROUND

On August 13, 2013, the Board of Supervisors approved and authorized an addendum to the State of California's Purchase Card Program Master Services Agreement (DGS MSA 5-06-99-01) with US Bank National Association to implement a Procurement Card (P-Card) Program for Napa County. In doing so, the Board of Supervisors also authorized a P-Card "Pilot" Program to ensure the County's P-Card Procedures could be developed with strong internal controls prior to a county-wide implementation.

On February 10, 2015, the Board of Supervisors adopted Board Resolution No. 2015-13, authorizing the P-Card Program. The Purchasing Agent is the Chief Executive Officer, who has designated the Purchasing Manager as the Program Coordinator. The Program Coordinator is responsible for overall administration of the P-Card Program. The Auditor-Controller is responsible for monitoring and auditing all activity of the P-Card Program to ensure no violations of the County's P-Card Procedures exist.

The P-Card Program is intended to facilitate the acquisition of goods and travel-related services necessary for accomplishing the County's goals and objectives of automation and streamlining processes. The P-Card itself is issued to individual employees, who have been designated by the County and may only use it for the type of purchases authorized by the Board of Supervisors. Several unique controls have been developed for the P-Card Program to ensure that P-Cards can be used only for specific categories of purchases (i.e., MCC) and within specific dollar limits. Through US Bank, there are enhanced controls and data reporting tools available that enable the County to streamline the traditional paper and labor-intensive procurement process. The P-Card Program allows the County to efficiently purchase authorized items directly without the necessity of preparing individual purchase requisitions and processing individual receiving reports for each transaction.

Requested Action: Accept and file the report.

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.

County of Napa

Auditor-Controller

Internal Audit Report

County-Wide Audit
Procurement Card (P-Card) Program

For the Period of January 1, 2025 – June 30, 2025

Report Date: August 18, 2025

A Tradition of Stewardship
A Commitment to Service

Tracy A. Schulze
Auditor-Controller

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Internal Audit Team

Christine Hernandez – Deputy Auditor-Controller
Susan MacDonald – Internal Auditor

A Tradition of Stewardship
A Commitment to Service

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Tracy A. Schulze
Auditor-Controller

August 18, 2025

To the Board of Supervisors
Napa County, CA

Executive Summary

The Internal Audit Section of the Napa County Auditor-Controller's Office (Internal Audit) has completed a county-wide audit of Napa County's Procurement Card (P-Card) Program for the period of January 1, 2025 – June 30, 2025.

Internal Audit conducted the audit in conformance with the *Global Internal Audit Standards (Standards)* established by the Institute of Internal Auditors. These *Standards* require that we identify, analyze, evaluate, and document sufficient information and evidence to achieve our objectives; and that the internal audit activity be independent, objective, and perform engagements with proficiency and due professional care.

The primary objectives of this engagement were to review Napa County's Procurement Card usage for compliance with the County's Purchasing Policy, as approved by the Board of Supervisors in 2024, and to evaluate the administration of the Program for adequate internal controls. Based on Internal Audit's review, we believe that overall, P-Card usage does comply with the County's P-Card procedures.

This report is a matter of public record and is intended solely for the information and use of Napa County's Board of Supervisors, Chief Executive Officer, Purchasing Manager, and individual cardholders. I want to thank the Purchasing Manager and cardholders for their assistance and professionalism in conducting this engagement.

Sincerely,

Tracy A. Schulze
Auditor-Controller

Background and Authority

CAL-Card is the registered name of the State of California's P-Card Program. CAL-Card is a VISA purchase card provided by a State of California leveraged procurement agreement (LPA) and offered to participating state and local government agencies. CAL-Card provides a flexible payment mechanism for the acquisition of goods and services with flexible spending limits and merchant category codes (MCC) for each card. Cards are issued in the name of the cardholder and billed to the agency.

On February 10, 2015, the Board of Supervisors adopted Resolution No. 2015-13, formally authorizing the P-Card Program. Under this resolution, the County's Purchasing Agent, the Chief Executive Officer, designated the Purchasing Manager to serve as the Program Coordinator. The Program Coordinator is responsible for the overall administration of the P-Card Program. The Auditor-Controller is tasked with monitoring and auditing all P-Card activity to ensure compliance with applicable State and County Purchase Card policies and to detect any potential violations.

The P-Card Program is intended to facilitate the acquisition of goods and travel-related services necessary to support the County's goals of increased automation and streamlined processes. P-Cards are issued to individual employees designated by the County and may only be used for purchases authorized by the Board of Supervisors. The Program incorporates multiple layers of control to ensure that P-Cards are used solely for approved categories of purchases - defined through Merchant Category Codes (MCCs) - and within established dollar limits. Through its relationship with U.S. Bank, the County benefits from enhanced controls and data reporting tools that further streamline the traditionally paper and labor-intensive procurement process. By eliminating the need for individual purchase requisitions and receiving reports for each transaction, the P-Card Program enables the efficient and direct purchase of authorized items.

Objectives and Scope

The primary objectives of this engagement were to assess P-Card usage for compliance with applicable State and County purchasing policies and P-Card procedures, and to evaluate the adequacy of internal controls over program administration. The scope of the review encompassed transactions and related documentation for the period January 1, 2025, through June 30, 2025.

Procedures

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

- Engaged with cardholders, accounting staff, and the Purchasing Manager to evaluate the administration of the P-Card Program.
- Reviewed the County's Purchasing Policy, P-Card procedures, and County Travel

Policy.

- Conducted a walk-through of P-Card transactions to identify any changes in key controls.
- Examined P-Cardholder profiles within the U.S. Bank system to verify that spending limits and merchant category codes (MCCs) were properly supported and authorized.
- Confirmed that P-Cards were appropriately terminated or placed on hold, as applicable.
- Reviewed declined P-Card transactions to ensure system controls were functioning as intended.
- Tested a sample of P-Card expenditures for compliance with the County's Purchasing Policy, P-Card procedures, and County Travel Policy.
- Compared sampled transactions to employee expense claims to identify potential duplicate payments.

Results

As of June 30, 2025, there were 21 active P-Cards issued to County employees, three of which were assigned to the Sheriff's Office.

According to U.S. Bank reports, there were 854 approved transactions during the six-month review period, totaling $331,320. The highest volume of spending occurred in the categories of hotel accommodations and business expenses. **Exhibits A** and **B** present the highest spending by category and by merchant, while **Exhibit C** provides a breakdown of spending by County departments with P-Card expenditures exceeding $1,000 during the review period.

Internal Audit tested multiple transactions for each active cardholder and verified compliance with the County's P-Card procedures.

There were 244 attempted transactions declined by U.S. Bank's internal controls. Of these, 83% were declined due to "Unapproved Merchant Category Code" (MCC). This occurs when a cardholder has not been approved to utilize a specific MCC, or when an external attempt is made to use the card number for a purchase and the MCC is not assigned to that card number.

For cardholders with more than 25 declined transactions during the review period, Internal Audit requested confirmation as to whether the attempts were made by the cardholder with a vendor whose MCC had not been assigned, or whether they were attempted by an external party. If recurring declines involved a legitimate vendor, the cardholder was requested to

contact the vendor to resolve the issue.

Internal Audit reviewed all transactions and selected at least one per cardholder to evaluate supporting documentation, confirm compliance with current policies and procedures, and assess whether internal controls were operating as intended. In several instances, documentation provided was insufficient to demonstrate compliance. For example, one cardholder made a purchase at a grocery store but did not upload a receipt into Content Manager or provide an explanation for the expense. In such cases, Internal Audit requested additional clarification from the cardholder.

Internal Audit also confirmed that biennial training for all cardholders, as required by U.S. Bank, was conducted in May 2025 by the Program Administrator. In addition, the Program Administrator provided maintenance forms for all changes to existing accounts and for requests to add new cardholders.

Conclusion

P-Card procedures do not supersede County policies. It is the responsibility of both cardholders and approving managers to provide sufficient documentation to demonstrate compliance with County purchasing policies and procedures. The Auditor-Controller retains the authority to review any transaction and to request additional documentation necessary to confirm compliance with the P-Card Program and applicable policies. Based on the results of this review, overall P-Card usage was found to be in compliance with the County's Purchasing Policy for Procurement Cards. Exceptions noted during testing were promptly addressed and remedied by the respective cardholders upon request from Internal Audit.

Exhibit A

Top Spend by Category

Merchant Category	Total Spend	Percentage
HOTELS [1]	105,571	32%
BUSINESS EXPENSE [2,3,8]	98,649	30%
WHOLESALE TRADE [5]	51,536	15%
OFFICE SERVICES [7,12]	23,685	7%
AIRLINE [4]	21,196	6%
OTHER [9,10,11]	12,123	4%
FOOD & DRINK [6]	10,263	3%
Total	**$ 323,022**	**97%**

Categories less than 1% not included

Source: US Bank

Definitions of Merchant Categories Assigned by US Bank (not all apply):

[1] Hotels for Conferences and Trainings, Emergency Housing
[2] Memberships, Cable Services, Charitable and Social Services, Education and Trade School
[3] Advertising, Information Retrieval Services, Employment Agencies, Continuity Subscriptions
[4] Flights to Attend Conferences and Trainings
[5] Discount Stores (Wal-Mart, Costco), Wholesale Books and Magazines, Office Supplies
[6] Restaurants/Food Services - including for shelters
[7] Artists Supply and Crafts, Dropbox Services, Theaters, Domain Hosting
[8] Conferences and Training
[9] Stationery Stores/Supplies, Computer Software Stores
[10] Trains and Ground Transportation
[11] Tolls and Bridge Fees
[12] Office Depot Mail/Phone

Exhibit B

Top Spend by Merchant

Merchant Name	Total Spend	Percentage
SOUTHWEST [1]	15,937	20%
THE WEBSTAURANT STORE INC [8]	14,209	17%
HAMPTON INNS [5]	12,042	15%
CALIFORNIA DA [2,3]	8,542	11%
WWW.MADISONSEATING.COM [8]	6,352	8%
PY *CSAC [3]	6,200	8%
ARAMARK ASILOMAR RESORT [5]	5,110	6%
4 ALL PROMOS [7]	4,922	6%
PAYPAL *OREGONNARCO [3]	4,000	5%
HAMPTON INN WINDSOR [5]	3,968	5%
Total	**$ 81,280**	**100%**

Source: US Bank

Definitions of Services Assigned to Merchant by US Bank (not all apply)

[1] Flights for Conferences

[2] Membership / Political / Government Organization

[3] Conferences

[4] Restaurants/Eating - including shelters

[5] Hotel for conferences and training

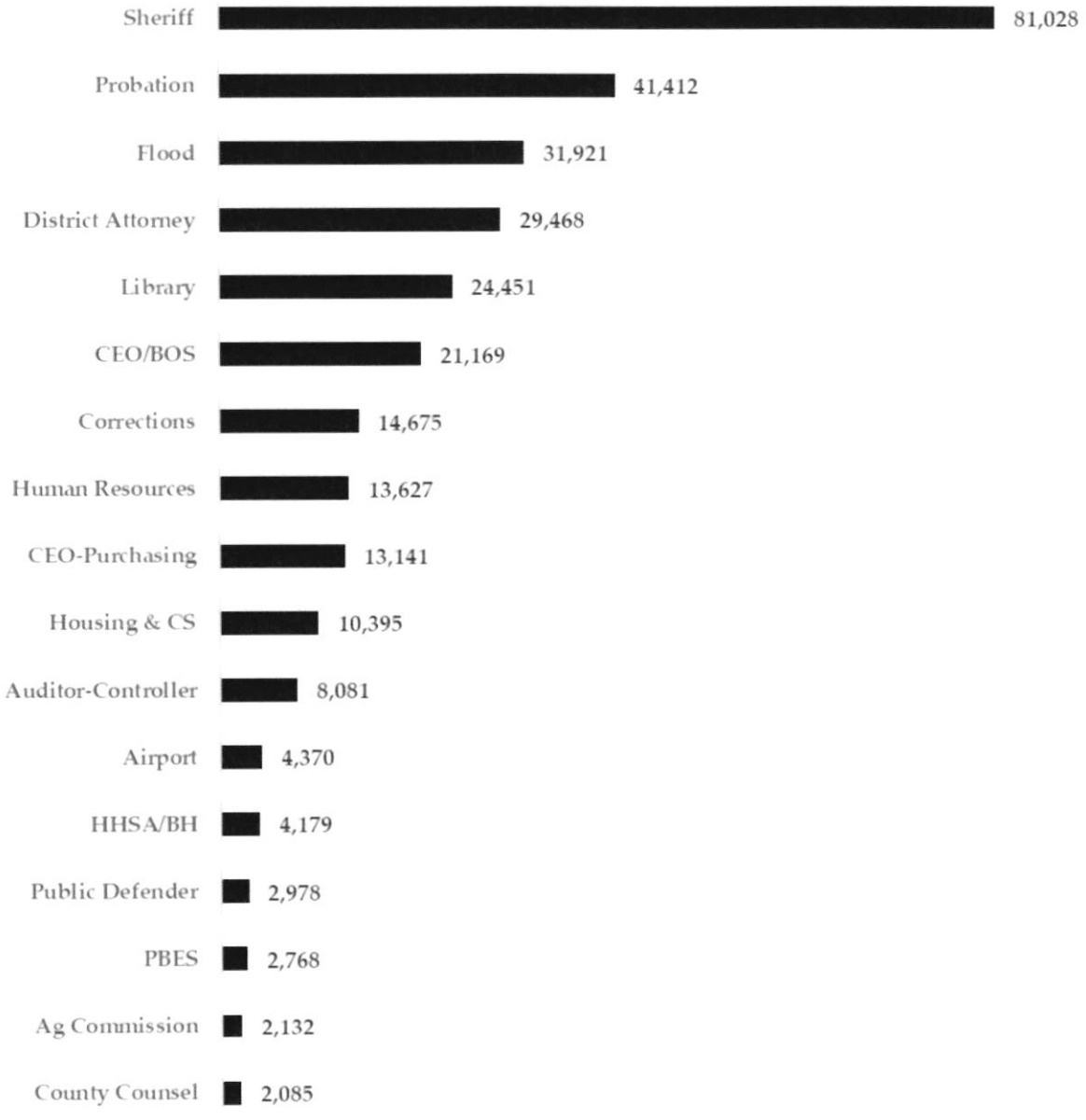
[6] Office Services

[7] Business Expense

[8] Wholesale Trade

Exhibit C

P-Card Spending by Department
January 1, 2025 – June 30, 2025



Source: Tyler Munis P-Card Disbursement Report

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1557

TO: Board of Supervisors

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Jobina Toh - Assistant Auditor-Controller

SUBJECT: Adoption of a Resolution establishing the Napa County tax rates for the fiscal year 2025-26 secured tax roll

RECOMMENDATION

Adopt a Resolution establishing the Napa County tax rates for the fiscal year 2025-26 secured tax roll. (Fiscal Impact: Revenue; County General Fund, County Library Fund and County Fire Fund, all County Taxing Jurisdictions including Special Districts, and County School Districts; Budgeted; Mandatory)

BACKGROUND

This item is specifically exempt from the voting requirements of Article XIIIC of the California Constitution because it is an assessment or property related fee imposed in accordance with the provisions of Article XIIID.

In California, the property tax rates must be adopted on or before October 3rd of each year, pursuant to Government Code Section 29100. Please see the attachment for the Resolution detailing the specific tax rates for fiscal year 2025-26. As established by Proposition 13, the limit on property tax is 1% ($1.00 per $100) of the assessed value for local and state assessed property. Additional tax rates are established on an annual basis for voter approved debt and other initiatives if applicable. Any additional City/Town specific rates or rates affecting overlapping school districts outside of the County are adopted by a separate resolution by the jurisdiction's Governing Board.

Requested Action: Adopt a Resolution establishing the Napa County tax rates for Fiscal Year 2025-26 secured tax roll.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund, Library Fund and Fire Fund

Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	California statute requires the Board of Supervisors to approve tax rates annually.
Consequences if not approved:	The County would be in violation of California Government Code Section 29100 which would impair the County's ability to collect secured property taxes and pay voter approved debt obligations.

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, ADOPTING THE TAX RATES FOR THE 2025-2026 SECURED TAX ROLL

WHEREAS, California Government Code Section 29100 requires that on or before the third day of October of each year, the board of supervisors of a county shall adopt by resolution the rates of taxes on the secured roll, not to exceed the one-percent limitation specified in Article XIIIA of the Constitution and Revenue and Taxation Code Sections 93 and 100; and

WHEREAS, for voter-approved indebtedness, the Board of Supervisors shall adopt the rates on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement; and

WHEREAS, each rate shall be such as will produce the amount determined necessary to be raised by taxation on the secured roll after due allowances for delinquency, anticipated changes to the roll, disputed tax revenues anticipated to be impounded pursuant to Government Code Section 26906.1, amounts subject to Health and Safety Code Section 33000 *et seq*., and other available financing sources.

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

1. The Board hereby adopts the following tax rates for the 2025-2026 Secured Tax Roll:

NAPA COUNTY
2025-2026 PROPERTY TAX RATES
Per Each $100 Full Value

00001	Countywide Tax	1.0000
00002	Unitary Countywide Tax	1.0000
00004	Unitary Countywide Tax - Railroad	1.0000
00003	Unitary Countywide Tax - Non-Railroad Debt Service	1.3658
00006	Unitary Countywide Tax - Railroad Debt Service	0.1020

SPECIAL DISTRICTS/SCHOOL DISTRICTS

9010	Calistoga Joint Unified School District, 2010	0.0327
9010	Calistoga Joint Unified School District, 2022	0.0254
9030	Napa Valley Community College District, 2002	0.0187
9050	Napa Valley Unified School District, 2002	0.0182
9050	Napa Valley Unified School District, 2006	0.0267
9050	Napa Valley Unified School District, 2016	0.0276
9050	Napa Valley Unified School District, 2022 SFID2	0.0139
9050	Napa Valley Unified School District, SFID1	0.0113
9060	Pope Valley Union Elementary School District, 2016	0.0187
9070	St. Helena Unified School District, 2010	0.0217
9070	St. Helena Unified School District, 2012	0.0119

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 September, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Sabrina S. Wolfson Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: August 25, 2025	_____ Deputy Clerk of the Board	

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-96

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

REPORT BY: Anthony Williams, Senior Deputy Clerk of the Board

SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of minutes from the August 19, 2025 regular meeting and August 26, 2025 special meeting. (No Fiscal Impact)

Meeting Minutes

Napa County Board of Supervisors

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

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

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Tuesday, August 19, 2025 **9:00 AM** **Board of Supervisors Chambers 1195 Third Street, Third Floor**

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Director of Planning, Building, and Environmental Services Brian D. Bordona led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) **25-235**

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

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

   None

5. CONSENT CALENDAR

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

Auditor-Controller

A. Adopt a Resolution to authorize the issuance of the Fiscal Year 2024-25 promissory note for delinquent secured taxes and the continuance of the Teeter Plan for Fiscal Year 2025-26. (Fiscal Impact: Increased Revenue; Various Funds; Budgeted; Mandatory) **25-1463**

Enactment No: **R-2025-83**

B. Accept and file a report summarizing the countywide review of 2024 overtime compensation. (No Fiscal Impact) **25-1478**

Clerk of the Board

C. Approval of minutes from the August 5, 2025 regular meeting. (No Fiscal Impact) **25-95**

D. Appoint James (Bud) E. Gardner to the Monticello Public Cemetery District Advisory Committee with term of office to commence immediately and expire on December 31, 2029. (No Fiscal Impact) **25-1464**

County Executive Office

E. Approve and authorize out of country travel for Chief Executive Officer Ryan J. Alsop; Board Chair Anne Cottrell; Board Vice-Chair Amber Manfree; and Agricultural Commissioner/Sealer of Weights and Measures Tracy Cleveland to attend the Great Wine Capitals Annual 2025 Conference in Bordeaux, France from November 1-7, 2025 for a cost not to exceed $25,000. (Fiscal Impact: $25,000 Expense; General Fund; Budgeted; Discretionary) **25-1430**

Approve and authorize Agreement No. 260110B with Napa County Local Agency Formation Commission to provide support services at cost. (Fiscal Impact: $40,000 Revenue; General Fund and ITS Fund; Budgeted; Discretionary) **25-1434**

Enactment No: **A-260110B**

County Fire Department

25-1428

F. Approve a waiver of competitive bidding requirement and provide a sole source award to Golden State Fire Apparatus to purchase two Type II Engines, due to technical compatibility requirements. (Fiscal Impact: $1,795,000 Expense; Fire Fund; Budgeted; Discretionary)

25-1446

G. Approve and authorize Memorandum of Agreement No. 260105B with the Napa County Airport and Napa County Fire Department for the lease of an unused hangar at 2500 Airport Road to use as a temporary fleet maintenance facility. (Fiscal Impact: $129,740 Expense; Fire Fund; Budgeted; Discretionary)

Enactment No: **A-260105B**

Health and Human Services Agency

H. Approve and authorize Agreement No. 260055B with On The Move, Inc., for the term Fiscal Year 2025-2026, and each subsequent automatic renewal, for a contract maximum of $50,000 per fiscal year to provide On-the-Job Training opportunities to qualified participants enrolled in the County's Health and Human Services Agency Self Sufficiency Services work experience program. (Fiscal Impact: $50,000 Expense, Health and Human Services Agency Fund; Budgeted; Discretionary) **25-1285**

Enactment No: **A-260055B**

I. Approve and authorize Agreement No. 260075B with Abode Services for the term upon approval through June 30, 2027 for a contract maximum of $573,373 per fiscal year to provide clients enrolled in Mental Health Plan and Drug Medi-Cal Organized Delivery System programs with housing support services to help sustain treatment, recovery, and wellness. (Fiscal Impact: $573,373 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) **25-1322**

Enactment No: **A-260075B**

J. Approve and authorize Agreement No. 260077B with Department of Health Care Services for the term July 1, 2025 through December 31, 2026 for the provision of a zero-dollar Mental Health Plan agreement that allows the County to bill Medi-Cal for specialty mental health services. (No Fiscal Impact) **25-1362**

Enactment No: **A-260077B**

Housing & Community Services

K. Approve and authorize Amendment No. 11 to Agreement No. 170374B with HomeBase, with no increase to the contract maximum for the term July 1, 2025 through June 30, 2026, and each auto renewal thereafter, for the provision of consulting services and technical assistance in the development of grant applications and homeless services system administration. (Fiscal Impact: $194,000 Expense; Housing & Community Services Fund; Budgeted; Discretionary) **25-1175**

Enactment No: **A-170374B Amend. 11**

Human Resources – Division of CEO's Office

L. Adopt a Resolution to amend the Departmental Allocation List for the Probation Department, effective August 19, 2025, and approve a Budget Amendment. (Fiscal Impact: $225,000 Expense; General Fund - Federal Grant; Not Budgeted; Discretionary) **25-1416**

Enactment No: **R-2025-84**

Information Technology Services – Division of CEO's Office

M. Approve sole source award, and approve and authorize Agreement No. 260083B with AMS.NET for the purchase of telephone system software for a five-year term and an annual cost of $7,992. (Fiscal Impact: $7,992 Expense; Information Technology Services Fund; Budgeted; Discretionary) **25-1347**

Enactment No: **A-260083B**

Napa County Housing Authority

N. Approve and authorize covenants to participate in the Low-Income Weatherization Program. (No Fiscal Impact; Discretionary) **25-1442**

Probation

O. Approve and authorize Agreement No 260054B with the City of Napa to allow Probation sworn personnel to use its shooting range. (Fiscal Impact: $48,000 Expense; General Fund; Budgeted; Discretionary) **25-1224**

Enactment No: **A-260054B**

Public Works

P. Approve and authorize creation of Capital Improvement Project 25051, "Hangar A Row Roof Construction Project" PW26-07; award Construction Contract to Zivko Corporation, Inc. dba Metal Building Company of Oakland, CA for their low base bid and bid alternate of $425,816; and approve an associated Budget Amendment. (Fiscal impact: $577,942 Expense; Airport Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1240**

Q. Authorization to maintain existing rates that were previously made effective October 1, 2024, for the residential and commercial operational cost associated with the collection of solid waste, recyclables, green waste, and food waste applicable to the Unincorporated Area of Garbage Zone One, a service which is provided by Napa County Recycling and Waste Services, LLC. (No Fiscal Impact) **25-1375**

R. Adopt a Resolution approving Measure U Master Agreement No. 260112B between the County of Napa and the Napa Valley Transportation Authority - Tax Agency. (Fiscal Impact: Approximately $10 million/year Revenue; Measure U Special Revenue Fund; Budgeted; Discretionary) **25-1385**

Enactment No: **R-2025-85; A-260112B**

T. Approve and authorize Agreement No. 250450B with Amizetta Winery and Agreement No. 250451B with Quarry Vineyards, LP; authorize contract change orders to construction contract 250460B with Team Ghilotti, Inc.; and approve a Budget Amendment for the "Bale, Big Ranch, Lodi, Silverado Trail, and West Zinfandel Paving Project," RDS 25-06. (Fiscal Impact $2,661,434 Expense; Measure U Non-Operating Special Revenue Fund, Capital Improvement Projects Fund, and Winery Contributions; Not Budgeted; Discretionary) **25-1424**
[4/5 vote required]

Enactment No: A-250450B; A-250451B

U. Award of Construction Contract to American River Construction, Inc. of Folsom, CA in the amount of $2,820,000 for the "CSU Children's Services Expansion," PW 24-15; and approve a Budget Amendment. (Fiscal Impact: $3,807,356 Expense; Health and Human Services Agency Fund; Not Budgeted; Discretionary) **25-1429**
[4/5 vote required]

V. Approve and authorize Amendment No.1 to Agreement No. 250309B with Mead & Hunt, Inc. increasing the maximum compensation from $71,432 to $80,700 for project design services related to Project 25025 "Runway 6-24 PCC Joint Rehabilitation Project"; and approve an associated Budget Amendment to fund the added design costs and an additional $10,000 for administration costs. (Fiscal Impact $19,268 Expense; Airport Fund; Not Budgeted; Discretionary) **25-1433**
[4/5 vote required]

Enactment No: A-250309B Amend. 1

W. Approval of Plans and Specifications for the "Cuttings Wharf, Sullivan and Admin Parking Lot Paving Project", PW 25-46; and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **25-1435**

X. Approve and authorize creation of Capital Improvement Project 25049 "Pueblo Area Ditch Project," RDS 25-36 and approve a Budget Amendment. (Fiscal Impact: $55,000 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) **25-1439**
[4/5 vote required]

Y. Approve a report of emergency Public Works actions on two 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) **25-1440**
[4/5 vote required]

Z. Approve a report of emergency Public Works actions to establish the Mt. St. Helena Communications Tower emergency generator replacement project as authorized by Resolution No. 2015-37; determine that based on 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; and approve and authorize the emergency construction contract with Peterson Power Systems, Inc. of Santa Rosa, CA. (Fiscal Impact: $145,313 Expense; Capital Projects Fund; Budgeted; Discretionary) [4/5 vote required] **25-1445**

AA. Approve a Budget Amendment for the Wild Horse Valley Road, Berryessa Knoxville Road and Hardin Road Maintenance Overlay Projects. (Fiscal Impact: $1,425,000 Expense; PG&E Settlement, Garbage Zone 1 Funds, UVDS Franchise Fee; Not Budgeted; Discretionary) [4/5 vote required] **25-1454**

AB. Authorize contract change orders to Agreement No. 250427B with Coral Construction Company for the "2025 Annual Guardrail Repair, RDS 25-04" project. (Fiscal Impact: $37,213 Expense; SB-1 Non-Operating Special Revenue Fund; Budgeted; Discretionary) [4/5 vote required] **25-1495**

Sheriff

AC. Approve and authorize declared Capital Asset Nos. 101785, 101786, 101787, shower trailers, to be surplus, removed from the capital asset list and sold at public auction. (Fiscal Impact: Increased Revenue; General Fund; Budgeted; Discretionary) [4/5 vote required] **25-1114**

Enactment No: **A-170365B Amend. 4**

Silverado Community Services District

AD. Approve and authorize Amendment No. 3 to Agreement No. 230085B (SCSD) with Sanchez Brothers Landscape, Inc. for a term date through June 30, 2027, with no change to the scope or maximum compensation. (No Fiscal Impact) **25-1367**

Enactment No: **A-230085B (SCSD) Amend. 3**

6. PUBLIC COMMENT

One (1) person spoke during public comment.

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Joelle Gallagher reported on attending a peace vigil last week at Fuller Park sponsored by community members and several different faith leaders with more occurring in the future. Supervisor Gallagher mentioned at today's Napa City Council meeting at 3:30 p.m. a draft plan for the phased Riverline Project, a future trail that will coincide with Flood Project's River Trail, will be presented. Lastly, Supervisor Gallagher reported this Thursday will be the second annual Opioid Awareness and Memorial event at the Veterans Memorial Park at 5:30 p.m.

Supervisor Liz Alessio reported on attending the following: the annual National Night Out event; the Enchanted Hills 75th anniversary; and a Behavioral Health Board meeting.

Vice-Chair Amber Manfree acknowledged the National Night Out event and the Napa Town and Country Fair and its 4-H exhibits. Vice-Chair Manfree reported Chair Anne Cottrell held a Berryessa Highlands town hall meeting with the Sheriff's department. Lastly, Vice-Chair Manfree reported there will be an unveiling of a mosaic created out of broken items from the 2014 earthquake and placed on a train boxcar by local artist Christina Young in the Rail Arts District off of Action Avenue this Sunday at 1:00 p.m.

County Executive Officer Ryan J. Alsop responded to comments from Supervisor Liz Alessio and confirmed a staff referral.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

- 5R

Director of Public Works Steven Lederer made presentation.

Discussion held.

Direction provided to staff.

Supervisor Belia Ramos made a referral to return a presentation of the multi-part refuse/recycling process.

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

9. PUBLIC HEARINGS

Human Resources – Division of CEO's Office

A. Introduction and intention to adopt an ordinance amending Napa County's contract with the Board of Administration of the California Public Employees' Retirement System (CalPERS) for unrepresented employees. (No Fiscal Impact) **25-1394**

Vice-Chair Amber Manfree opened the public hearing.

Director of Human Resources Christine Briceño made presentation.

Vice-Chair Amber Manfree closed the public hearing.

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

In-Home Supportive Services Public Authority of Napa County

B. Adopt a Resolution amending the In-Home Supportive Services Public Authority Conflict of Interest Code. (No Fiscal Impact; Discretionary) **25-1221**

Vice-Chair Amber Manfree opened the public hearing.

Deputy County Counsel Doug Parker made presentation.

Vice-Chair Amber Manfree closed the public hearing.

Motion Text:	**Adopt the Resolution.**
Voting Yes:	**Ramos, Gallagher, Alessio and Manfree**
Voting No:	**None**
Excused:	**Cottrell**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**R-2025-02 (IHSS)**

Public Works

C. Adopt a Resolution to abandon an approximate 2.5-mile portion of Old Howell Mountain Road, while retaining a right of way for a public trail; and approve and authorize Management Agreement No. 8700 with Napa County Regional Park and Open Space District to operate the retained public trail easement. (No Fiscal Impact) **25-829**

STAFF REQUESTS A CONTINUANCE TO SEPTEMBER 23, 2025 AT 9:00 AM.

Vice-Chair Amber Manfree opened the public hearing.

Director of Public Works Steven Lederer made presentation.

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

County Executive Office

D. Convene a community forum pursuant to the state Transparent Review of Unjust Transfers and Holds Act (TRUTH Act), which calls for counties to hold annual public forums explaining how County law enforcement worked with Immigration and Customs Enforcement representatives. (No Fiscal Impact) **25-1264**

Vice-Chair Amber Manfree opened the public hearing.

Assistant Director of Corrections Alexander Alarcon made presentation.

Deputy County Counsel Corey Utsurogi made presentation.

Napa County Sheriff Oscar Ortiz also made a presentation.

Vice-Chair Amber Manfree closed the public hearing.

Discussion held.

Direction provided to staff.

Planning, Building and Environmental Services (PBES)

E. Conduct a public hearing to consider the Planning Commission's recommendation from July 16, 2025 to find the proposed General Plan and Zoning Code Update implements the programs and policies of the ALUCP, is within the scope of the activities and impacts identified and analyzed in the ALUCP's Negative Declaration adopted on December 4, 2024 (State Clearinghouse No. 2024060773) and no new environmental effects have been found, and no new mitigation is necessary; adopt a Resolution to amend the Agricultural Preservation and Land Use Element and Community Character Element of the Napa County General Plan; and adopt an Ordinance amending Chapter 18.80 (AC Airport Compatibility Combination District) Sections 18.80.030 (ALUCP Zone E regulations), 18.80.040 (ALUCP Zone D regulations), 18.80.050 (ALUCP Zone C regulations), 18.80.060 (ALUCP Zone B regulations), 18.80.070 (ALUCP Zone A regulations), 18.80.090 (ALUC referral), 18.80.100 (Filing materials), and 18.80.110 (Findings) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the ALUCP adopted on December 4, 2024 by the Airport Land Use Commission (ALUC). (No Fiscal Impact) **25-1481**

Vice-Chair Amber Manfree opened the public hearing.

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

Vice-Chair Amber Manfree closed the public hearing.

Motion Text:	**Approve the requested actions.**
Voting Yes:	**Ramos, Gallagher, Alessio and Manfree**
Voting No:	**None**
Excused:	**Cottrell**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**R-2025-86; O-1511**

10. ADMINISTRATIVE ITEMS

Planning, Building and Environmental Services (PBES)

A. Adopt a Resolution to amend the Planning Commission Bylaws. (No Fiscal Impact) **25-1382**

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

One (1) person spoke during public comment.

Discussion held.

Direction provided to staff.

Motion Text:	**Approve the requested action as amended.**
Voting Yes:	**Alessio, Ramos, Gallagher and Manfree**
Voting No:	**None**
Excused:	**Cottrell**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**R-2025-87**

County Executive Office

B. Approve transmittal of the proposed response to the 2024-25 Grand Jury Report titled, "Behind the Curtain: Napa County Use Permit Process," to the Presiding Judge as prescribed by Section 933 of the Penal Code. (No Fiscal Impact) **25-1420**

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

Two (2) people spoke during public comment.

Discussion held.

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

11. CLOSED SESSION

One (1) person spoke during public comment.

A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Designated Representatives: Christine Briceño, Chief Human Resources Officer regarding Deputy Sheriffs' Association - Law Enforcement Unit and Deputy Sheriffs' Association - Law Enforcement Supervisory Unit Napa **25-1459**

Direction provided direction to labor negotiator.

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION **25-1504**
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): Claim of Circle Oaks Homes Assoc. received July 24, 2025; Claim of Darrel W. Harris received July 17, 2025; Claim of Thomas Falcon received July 14, 2025; and Claim of Christian W. Brix received July 25, 2025 (total 4 claims).

The Board provided direction to counsel.

12. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, SEPTEMBER 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.

www.countyofnapa.org

Tuesday, August 26, 2025 **1:00 PM** **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

   Office of Emergency Services Emergency Services Officer Brieanna Jones led the assembly in the Pledge of Allegiance.

3. PUBLIC COMMENT

   None

4. ADMINISTRATIVE ITEMS

Motion Text:	**Approve consideration of Item 4B due to an existing emergency situation.**
Voting Yes:	**Alessio, Ramos, Gallagher, Manfree, and Cottrell**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**

County Executive Office

A. Adopt a Resolution to ratify a proclamation of local emergency due to the Pickett Fire affecting the area of unincorporated parts of Calistoga, Pope Valley, Aetna Springs, and Angwin. (Fiscal Impact Unknown; Mandatory) **25-1560**
[4/5 vote required]

Cal-Fire Fire Chief Matt Ryan made presentation.

Napa County Sheriff Oscar Ortiz made presentation.

One (1) person spoke during public comment.

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

Enactment No: **R-2025-88**

B. SUPPLEMENTAL ITEM **25-1564**

Adopt a Resolution ratifying and continuing a Proclamation of a Local Health Emergency related to the Pickett Fire. (Fiscal Impact Unknown; Mandatory)
[4/5 vote required]

Office of Emergency Services Emergency Services Officer Brieanna Jones made presentation.

Deputy County Counsel Shana Bagley made presentation.

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

Enactment No: **R-2025-89**

5. ADJOURNMENT

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

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1287

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

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

SUBJECT: Participation in the National Opioids Settlement with Sandoz, Inc., Purdue Pharma L.P. & Sackler Family, and several small generic pharmaceutical opioid manufacturers.

RECOMMENDATION

Authorize the Chief Executive Officer to execute documents necessary to participate in the National Opioids Settlements with multiple opioid manufacturer defendants, including: (1) Sandoz, Inc.; (2) Purdue Pharma L.P. & Sackler Family; and (3) Other several small generic pharmaceutical opioid manufacturers collectively. (Fiscal Impact: Increased Revenue; General Fund; Not Budgeted; Discretionary)

BACKGROUND

In May 2018, the Board authorized a consortium of outside counsel involved in the nationwide opioid litigation to file a federal complaint on behalf of the County against 14 manufacturers, distributors, and retailers of opioid drugs. In June 2018, the County joined with numerous other public entities across the state and nation in filing a federal complaint against opioid drug manufacturers, distributors, and retailers. In July 2021, the County entered into a set of settlement agreements with the opioid manufacturer Janssen Pharmaceuticals and its parent company, Johnson & Johnson and the three largest pharmaceutical distributors of opioids, entitling it to a share of statewide settlement funds. In March 2023, the County entered into similar settlement agreements with two pharmaceutical manufacturers, Teva and Allergan, and three pharmacies, CVS, Walgreens, and Walmart. In August 2024, the County entered into a settlement agreement with Kroger. Overall, from these settlements, the County is expected to receive approximately ten million dollars over 18 years, of which it received $951,605 at the close of FY 23-24. Since then, our office was notified by outside counsel of other opioid settlements that the County is eligible to participate in. These settlements are as follows:

(1) Sandoz Inc. Proposed Settlement

Sandoz Inc., an opioid manufacturer defendant, entered an agreement-in-principle with Litigating Subdivisions and Litigating Tribes to establish a $99,500,000 settlement fund to resolve pending opioid-related litigation.

Napa County named Sandoz, Inc. as a defendant in its opioid litigation complaint, therefore, is eligible to participate in this settlement. Since the total number of Litigation Subdivisions can be identified, the estimated allocation is relatively accurate; Napa County's estimated allocation is approximately $170,000. This amount will be received as a one-time payment issued to participating subdivisions in 2026 and use of the funds is restricted to opioid remediation. To participate in the Sandoz Inc. Settlement Program, the County has until September 30, 2025, to sign and submit the Participation Agreement.

(2) Purdue Pharma L.P. & Sackler Family Proposed Settlements

Purdue Pharma has been the leading manufacturer of prescription opioids, since 2017. In 2019, Purdue filed for bankruptcy. In 2021, a proposed settlement with the Sackler family Defendants and a corresponding Purdue bankruptcy reorganization plan was presented to the bankruptcy court. The 2021 settlement and bankruptcy plan were the subject of additional litigation. It was challenged, and later, vacated by the courts. Certain states and other plaintiffs challenged the release of personal liability for the Sackler Family Defendants that was part of the bankruptcy plan. In 2024, the U.S. Supreme Court affirmed the invalidation of the proposed settlement and bankruptcy plan. Both parties revisited settlement negotiations which resulted in a two-part proposed settlement. The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consist of, among other things, a settlement of direct claims against the Sacklers held by the states, local governments and other creditors ("the Direct Settlement") and a settlement of Purdue's bankruptcy estate, which includes funding from the Sacklers and certain other parties (the "Estate Settlement").

The two proposed settlements contemplate that the Sacklers will be paying an aggregate of up to $6.5 billion in 16 payments over 15 years, including $1.5 billion on the settlement's effective date, expected to be in 2026, though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from Purdue estate including amounts expected to be around $900 million and amounts that may be paid in the future. Both settlements also contain injunctive relief governing opioid dispensing practices and require the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids and restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids.

The County is eligible to participate in the Direct Settlement. The more subdivisions that participate, the more funds flow to that state. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds. This settlement will utilize the same allocation procedure as the prior agreements and will follow any applicable state agreements. As the participation agreements are submitted, more information on allocation will become available. The amount of the County's share will not be calculated until all participants in California have opted in. Rough estimates put the County's share at just over $1.1 million.

Concurrently, the Estate Settlement is up for approval of Purdue Pharma L.P.'s bankruptcy plan, which will provide distributions from the Estate Settlement. More information on the Estate Settlement and bankruptcy plan is forthcoming and outside counsel encourages the County to participate in the voting process of the plan.

(3) Other Small Generic Pharmaceutical Opioid Manufacturers Proposed Settlements

These are multi-Defendant settlements that will resolve claims against several small generic pharmaceutical opioid manufacturers: (1) Alvogen, Inc.; (2) Amneal Pharmaceuticals, Inc.; (3) Apotex Inc.; (4) Hikma Pharmaceuticals USA Inc.; (5) Indivior Inc.; (6) Mylan Pharmaceuticals Inc.; (7) Sun Pharmaceutical Industries, Inc.; and (8) Zydus Pharmaceuticals (USA), Inc. The County did not name these manufacturers as defendants, but this is a national settlement and participants did not have to have sued these companies in order to participate in the settlement. This settlement will utilize the same allocation formulas as the prior agreements, which means the amount that the state will receive depends on the overall participation of the subdivisions. These settlements will collectively add an additional $1.1 billion in cash and pharmaceutical products to be distributed among the state and local governments across the country. The amount of the County's share will not be calculated until all participants in California have opted in. Rough estimates put the County's share at just over $170,000.

The community can only benefit from receiving additional funding to help abate the ongoing opioid abuse epidemic. Given the circumstances for each of these settlements, it is unlikely the County would have an independent basis to recover damages through continued litigation, especially against those defendants not named in the County's complaint.

Requested Action: Approve participation in the three Opioid Settlements and authorize the Chief Executive Officer to execute any documents required to opt in to the settlement agreements.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Not applicable
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Participating in the settlement will provide funding for opioid abuse abatement services.
Is the general fund affected?	No
Future fiscal impact:	The exact settlement payments cannot be calculated until all participating jurisdictions are identified. At this time, the County's estimated total is approximately $1,500,000, in addition to existing settlement payments. Any future appropriations will be presented to the Board for its consideration.
Consequences if not approved:	The funding will not be available.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14C.C.R 15378

(State CEQA Guidelines) and therefore CEQA is not applicable.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1627

TO: Board of Supervisors

FROM: Chrisine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Napa

RECOMMENDATION

Adopt the CalPERS Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Napa, effective August 19, 2025. (No Fiscal Impact)

BACKGROUND

On August 19, 2025, this Board conducted a public hearing to consider the intention to adopt an ordinance amending Napa County's Contract with the Board of Administration of the California Public Employees' Retirement System (CalPERS) to confirm cost share changes for unrepresented employees which include the miscellaneous management, miscellaneous confidential, and safety management groups. In the CalPERS review of the documents submitted by Human Resources, CalPERS notified Human Resources that the Resolution of Intention form was not included and is required. Approval and adoption of this resolution of intent effective August 19, 2025, satisfies the CalPERS requirement.

Requested Action:

Adopt a resolution of intent to approve an amendment to the County's Contract with the Board of Administration of the California Public Employees' Retirement System to update cost sharing rates for unrepresented employees, effective August 19, 2025.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The requested action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

RESOLUTION OF INTENTION

TO APPROVE AN AMENDMENT TO CONTRACT

BETWEEN THE

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

AND THE

BOARD OF SUPERVISORS
COUNTY OF NAPA

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

> To provide Section 20516 (Employees Sharing Additional Cost) of a reduction of 0.410% for first tier and section tier classic local miscellaneous members in the Unrepresented Management Miscellaneous group, the Unrepresented Confidential Miscellaneous group, and for second tier and third tier classic local safety members in the Unrepresented Management Safety group.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

_____
Title

_____
Date adopted and approved

(Amendment)
CON-302 (Rev. 4/96)

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1529

TO: Board of Supervisors

FROM: Sheryl L. Bratton, County Counsel

REPORT BY: Susan B. Altman, Deputy County Counsel

SUBJECT: Amend the Contract with the Board of Administration of the California Public Employees' Retirement System

RECOMMENDATION

Adopt an Ordinance amending Napa County's contract with the Board of Administration of the California Public Employees' Retirement System (CalPERS) for unrepresented employees. (No Fiscal Impact; Discretionary)

BACKGROUND

On August 19, 2025, the Board of Supervisors introduced an Ordinance amending the County's contract with CalPERS to change retirement cost-sharing contributions for Unrepresented Management and Confidential employees.

The County's Management Compensation Plan guarantees these unrepresented employees the same terms as those in the Napa Association of Public Employees Public Services Supervisory (PSE Supervisory) Unit MOU. The Board previously affirmed a 0.410% rate reduction for PSE Supervisory employees in Retirement Tiers I and II, bringing their cost share of the employer's rate to 1.936%. This amendment extends that same 0.410% reduction to Unrepresented Management Miscellaneous, Confidential Miscellaneous, and Safety employees in Retirement Tiers I and II.

This amendment will not change the cost sharing formula. Unrepresented Management and Confidential employees voted to approve the cost sharing rates agreed to in the County's Management Compensation Plan.

Requested Action:

1. Adopt the ordinance.

FISCAL IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The adoption of this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

ORDINANCE NO. ____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AUTHORIZING AMENDMENT TO THE CONTRACT BETWEEN NAPA COUNTY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO PROVIDE FOR EMPLOYEE COST-SHARING IN SPECIFIED AMOUNTS DURING SPECIFIED TIME PERIODS FOR CLASSIC MEMBERS IN THE NAPA COUNTY UNREPRESENTED MISCELLANEOUS MANAGEMENT, SAFETY MANAGEMENT, AND CONFIDENTIAL GROUPS, FIRST AND SECOND TIER CLASSIC PURSUANT TO GOVERNMENT CODE SECTION 20516

The Napa County Board of Supervisors ordains as follows:

SECTION 1. An amendment to the contract (Napa County Agreement No. 1464) between Napa County and the Board of Administration of the California Public Employees' Retirement System (CalPERS) is hereby authorized, a copy of said amendment is attached hereto, marked as Exhibit "A," and by such reference is made a part hereof as though set out in full.

SECTION 2. The Chair of the Napa County Board of Supervisors is hereby authorized, empowered, and directed to execute said amendment for and on behalf of Napa County.

SECTION 3. This Ordinance shall take effect 30 days after its adoption.

SECTION 4. A summary of this Ordinance shall be published at least once 5 days before adoption and at least once before the expiration of 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 THIS PAGE LEFT BLANK INTENTIONALLY]

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 19th day of August 2025, and adopted at a regular meeting of the Napa County Board of Supervisors, State of California, held on the _____ day of August 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 By: *Rachel L. Ross (e-signature)* Deputy County Counsel By: */S/ Brandon Aguilera* Code Services Date: August 5, 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: _____

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

Attachment: Exhibit A "Amendment to Contract"

CalPERS

EXHIBIT A

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Supervisors
County of Napa

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1949, and witnessed December 7, 1948, and as amended effective October 1, 1955, April 1, 1963, January 1, 1965, May, 1, 1969, July 1, 1971, November 8, 1974, January 1, 1976, January 1, 1977, July 27,1978, March 1, 1980, January 1, 1981, January 2, 1982, August 28, 1982, January 1, 1983, March 24, 1984, November 3, 1989, September 26, 1990, June 20, 1992, September 1, 1992, March 21, 1997, May 15, 1999, April 11, 2000, July 21, 2001, April 2, 2003, July 5, 2003, December 18, 2004, January 15, 2005, July 2, 2005, July 1, 2008, May 14, 2011, October 29, 2011, March 11, 2017, and July 1, 2018, and October 26, 2024, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code Sections 20460.1, 20469.1, subdivision (b) and 71624, this contract is hereby amended to add the Trial Court of Napa County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

A. Paragraphs 1 through 20 are hereby stricken from said contract as executed effective October 26, 2024, and hereby replaced by the following paragraphs numbered 1 through 20 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to October 29, 2011, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after October 29, 2011, age 62 for new local miscellaneous members, age 50 for classic local safety members entering membership in the safety classification on or prior to May 14, 2011, age 55 for classic local safety members entering membership for the first time in the safety classification after May 14, 2011, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1949, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:

   (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

   (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

(c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Local County Peace Officers (included as local safety members);

   b. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   a. FIREFIGHTERS.

6. Removal of the exclusion of "Persons Compensated On An Hourly And/Or Per Diem Basis Hired On Or After May 1, 1969," pursuant to Section 20503, is declarative of agency's previous interpretation and does not mandate any new classes of employees into membership.

7. Public Agency and the Napa County Food Control and Water Conservation District have agreed to a merger of their contracts, and this contract shall be a continuation of the benefits of the contract of the Napa County Food Control and Water Conservation District, pursuant to Section 20567.5 of the Government Code. Such merger is effective as of March 1, 1980. Legislation repealed said Section effective January 1, 1988.

8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after December 18, 2004, shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after December 18, 2004, and not entering membership for the first time in the miscellaneous classification after October 29, 2011, shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).

10. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after October 29, 2011, shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).

11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).

12. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to May 14, 2011, shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

13. The percentage of final compensation to be provided for each year of credited current service as a classic local safety member entering membership for the first time in the safety classification after May 14, 2011, shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

14. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2% at age 57 Full).

15. Public Agency elected and elects to be subject to the following optional provisions:

    a. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.

    b. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.

    c. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.

    d. Section 21327 (One-Time Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to January 1, 1975). Legislation repealed said Section effective January 1, 2002.

    e. Section 20042 (One-Year Final Compensation) for classic local safety members and for those classic local miscellaneous members entering membership on or prior to September 1, 1992.

f. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local miscellaneous members entering membership on or prior to September 1, 1992, and for local safety members entering membership on or prior to March 24, 1984.

g. Section 21024 (Military Service Credit as Public Service).

h. Section 21325 (One-Time 3% to 15% Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to January 1, 1974). Legislation repealed said Section effective January 1, 2002.

i. Section 21326 (One-Time 1% to 7% Increase For Local Miscellaneous Members and Local Safety Members Who Retired or Died Prior to July 1, 1974). Legislation repealed said Section effective January 1, 2002.

j. Section 20475 (Different Level of Benefits): Without Sections 21624 and 21626 (Post-Retirement Survivor Allowance) applicable to local safety members entering membership for the first time with this agency in the safety classification after March 24, 1984.

Section 20475 (Different Level of Benefits): Section 20037 (Three-Year Final Compensation) without Sections 21624 and 21626 (Post-Retirement Survivor Allowance) applicable to local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after September 1, 1992.

Section 20475 (Different Level of Benefits): Section 21363.1 (3% @ 55 Full formula) is applicable to classic local safety members entering membership for the first time with this agency in the safety classification after May 14, 2011.

Section 20475 (Different Level of Benefits): Section 21353 (2% @ 60 Full formula) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after October 29, 2011.

k. Section 20903 (Two Years Additional Service Credit).

l. Section 20965 (Credit for Unused Sick Leave) for local miscellaneous members only.

m. Section 21023.5 (Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service).

n. Section 20503 (To Remove the Exclusion of "Persons Compensated On An Hourly And/Or Per Diem Basis Hired On Or After May 1, 1969," prospectively from April 2, 2003).

o. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local miscellaneous members only.

p. Section 21574 (Fourth Level of 1959 Survivor Benefits).

q. From and after January 15, 2005, and until July 1, 2018, Section 20516 (Employees Sharing Cost of Additional Benefits): Section 21362.2 (3% @ 50 Full formula) and Section 21363.1 (3% @ 55 Full formula) for local safety members.

The employee cost sharing contributions are not to exceed 1.711%. The maximum employee cost sharing contribution is the normal cost plus the increase in the accrued liability due to the benefit improvement amortized over 20 years. In no event shall the employee cost sharing contribution attributable to the unfunded liability remain in effect beyond July 21, 2021.

r. Section 20516 (Employees Sharing Additional Cost):

From and after March 11, 2017, and until July 1, 2017, 1.711% for classic local safety members in the Deputy Sheriffs Association and the Deputy Sheriffs Association Supervisory.

From and after July 1, 2017, and until July 1, 2018, 4.466% for classic local safety members and 1.966% for new local safety members in the Deputy Sheriffs Association and the Deputy Sheriffs Association Supervisory.

From and after July 1, 2017, and until July 1, 2018, 0.25% for second tier classic local miscellaneous members in the Public Service Employees group and the Public Service Employees Supervisory group.

From and after July 1, 2017, and until July 1, 2018, 0.25% for second tier classic local miscellaneous members in the Unrepresented Miscellaneous Management and the Unrepresented Confidential group.

From and after July 1, 2018, 6.892% for classic local safety members and 3.892% for new local safety members in the Deputy Sheriffs Association and the Deputy Sheriffs Association Supervisory.

From and after July 1, 2018, .1% for first tier classic local miscellaneous members in the Public Service Employees group and the Public Service Employees Supervisory group.

From and after July 1, 2018, 0.925% for second tier classic local miscellaneous members in the Public Service Employees group and the Public Services Employees Supervisory group.

From and after July 1, 2018, .035% for new local miscellaneous members in the Public Service Employees group and the Public Service Employees Supervisory group.

From and after July 1, 2018, and until the effective date of this amendment to contract .1% for first tier classic local miscellaneous members in the Unrepresented Miscellaneous Management and the Unrepresented Confidential group.

From and after July 1, 2018, and until the effective date of this amendment to contract 0.925% for second tier classic local miscellaneous members in the Unrepresented Miscellaneous Management and the Unrepresented Confidential group.

From and after July 1, 2018, .035% for new local miscellaneous members in the Unrepresented Miscellaneous Management and the Unrepresented Confidential group.

From and after June 27, 2020, 0.956% for first tier classic local safety members in the Unrepresented Safety Management group.

From and after October 26, 2024, and until the effective date of this amendment to contract 2.346% for second tier and third tier classic local safety members in the Unrepresented Safety Management group.

From and after October 26, 2024, 2.837% for new local safety members in the Unrepresented Safety Management group.

From and after October 26, 2024, 2.346% for first tier and second tier classic local miscellaneous members in the Napa County Probation Professionals Association Non-Supervisory Unit and the Napa County Probation Professionals Association Supervisory Unit.

From and after the effective date of this amendment to contract, 1.936% for first tier classic local miscellaneous members in the Unrepresented Miscellaneous Management Group.

From and after the effective date of this amendment to contract, 1.936% for second tier classic local miscellaneous members in the Unrepresented Miscellaneous Management group.

From and after the effective date of this amendment to contract, 1.936% for first tier classic local miscellaneous members in the Unrepresented Miscellaneous Confidential group.

From and after the effective date of this amendment to contract, 1.936% for second tier classic local miscellaneous members in the Unrepresented Miscellaneous Confidential group.

From and after the effective date of this amendment to contract, 1.936% for second tier classic local safety members in the Unrepresented Safety Management group.

From and after the effective date of this amendment to contract, 1.936% for third tier classic local safety members in the Unrepresented Safety Management group.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

16. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on January 1, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.

17. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

18. Public Agency shall also contribute to said Retirement System as follows:

    a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

19. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

20. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
COUNTY OF NAPA

BY_____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

"NO HIGHLIGHTING OR NOTATIONS PLEASE EXHIBIT ONLY"
"PLEASE DO NOT SIGN EXHIBIT ONLY"

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1559

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Thomas C. Zeleny, Chief Deputy County Counsel

SUBJECT: Adoption of a Resolution Continuing the State of Local Emergency Due to Pervasive Tree Mortality

RECOMMENDATION

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

BACKGROUND

CalFire conducted aerial surveys of Napa and Lake Counties in December of 2021 and January of 2022. The surveys revealed widespread conifer mortality due to the ongoing drought, and additional tree mortality exacerbated by populations of bark beetles, as fire and drought-stressed conifers provide ideal host material for a bark beetle population to establish and grow. On July 12, 2022, the Board of Supervisors heard a presentation on local tree mortality from experts in both entomology and tree mortality, and directed staff to return with a proposed resolution declaring a state of local emergency due to pervasive tree mortality in Napa County.

On September 13, 2022, the Board of Supervisors proclaimed a State of Local Emergency due to pervasive tree mortality in Napa County, pursuant to Resolution No. 2022-132. Government Code section 8630(c) requires local agencies to revisit proclamations of local emergency at least once every 60 days until the local emergency is terminated. Pervasive tree mortality in Napa County continues to present a substantial risk of dead and dying trees fueling high intensity wildfires imperiling persons, structures, crops and wildlife, destroying watersheds with incredible ecological diversity, and releasing huge quantities of greenhouse gases to the atmosphere. If adopted by the Board, the proposed resolution will continue the State of Local Emergency due to pervasive tree mortality in Napa County and extend the emergency powers of County officials as set forth in Resolution No. 2022-132.

On September 5, 2023, Napa County sent a letter to Congressman Thompson seeking federal support to manage the Mediterranean Oak Borer, one of the invasive species attacking native trees in Napa Valley. Napa County is seeking funding to understand the biology of this beetle, determine its spread, identify an effective means of management, and for removal and disposal of infected trees on public and private property.

During the State of Local Emergency, the powers, functions and duties of the Director of Emergency Services and the emergency organization of the County shall be those prescribed by state law, and by ordinance and resolution of Napa County. Continuing the State of Local Emergency also maintains the County's eligibility to receive mutual aid and other resources from the State or other agencies.

Requested Action: Adopt the Resolution.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To seek and be eligible for state and federal assistance to address the emergency.
Is the general fund affected?	No
Future fiscal impact:	Staff cost of placing this item on the Board agenda every 60 days for renewal until termination.
Consequences if not approved:	Pervasive tree mortality in Napa County could constitute a significant threat to the economic and environmental health and safety of persons and property due to increased risk of high intensity wildfire, diminished air quality, and overall quality of life for residents in Napa County.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This proposed activity is not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(3) because the activity is not a project pursuant to section 15378, and because it will not result in a direct or reasonably foreseeable indirect physical change in the environment pursuant to section 15060(c)(2).

NAPA COUNTY RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, PROCLAIMING A CONTINUED STATE OF LOCAL EMERGENCY DUE TO PERVASIVE TREE MORTALITY

WHEREAS, Government Code section 8630 authorizes local governing bodies to proclaim local emergencies when such events occur as are described in California Government Code section 8558(c)(1); and

WHEREAS, Government Code section 8630 further provides that the local governing body review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, on September 13, 2022, the Board of Supervisors proclaimed a state of local emergency due to pervasive tree mortality in Napa County, pursuant to Resolution No. 2022-132; and

WHEREAS, pervasive tree mortality persists in Napa County, presenting conditions of disaster or extreme peril to persons and property which are likely to be beyond the control of the services, personnel, equipment and facilities of Napa County, as defined in Government Code section 8558(c)(1);

NOW, THEREFORE, **BE IT RESOLVED** by the Napa County Board of Supervisors, that pursuant to Government Code section 8630 a continued state of local emergency exists due to pervasive tree mortality in Napa County.

BE IT FURTHER RESOLVED, that the measures previously taken by the Board of Supervisors in Resolution No. 2022-132 shall continue to have full force and effect.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 9th day of September, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: August 22, 2025 PL Doc. No. 137495	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1530

TO: Board of Supervisors

FROM: JC Greenberg - Deputy Fire Chief

REPORT BY: J.R. Rogers - Fire Administrator

SUBJECT: Sole Source Award for One Type VI Engine

RECOMMENDATION

Approve a waiver of the competitive bidding requirement and provide a sole source award to Golden State Fire Apparatus to purchase one Type VI Engine due to technical compatibility requirements. (Fiscal Impact: $605,000 Expense; Fire Fund; Budgeted; Discretionary)

BACKGROUND

The Fiscal Year 2025-26 Recommended Budget included $605,000 for one Type VI Engine. The County Fire Department requests authorization to purchase one new engine from Golden State Fire Apparatus/Skeeter Emergency Vehicles without securing competitive bids. The apparatus will replace County Unit Number 8154. County Unit Number 8154 will go into the reserve fleet which is a group of 6 apparatus kept in backup to use with a front-line piece of equipment goes in for service.

The Department has established Skeeter brand engines as standard firefighting equipment. The engines have proven to be more reliable and less expensive to maintain than other manufacturers' engines. Service records indicate that the Skeeter engines have fewer maintenance problems and, consequently, fewer out-of-service hours and maintenance costs. Standardizing equipment enables the Department to standardize the training to increase efficiencies during emergency operations and standardize maintenance software and required equipment.

Requested Actions:

1. Approve a waiver of the competitive bidding requirement and provide a sole source award to Golden State Fire Apparatus for the purchase of two new Type VI Engine in the amount of $605,000 pursuant to Napa County Code section 2.36.090 due to technical compatibility requirements.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fire Fund (2100)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Current fire apparatus owned and operated by the County Fire Department is manufactured by Golden State Fire Apparatus/Skeeter EV. The Department would like to purchase the replacement engines from Golden State Fire Apparatus/Skeeter EV. This aids in standardizing equipment and training to increase efficiencies during emergency operations and standardizes the maintenance software/equipment required.
Is the general fund affected?	No
Future fiscal impact:	The cost of maintaining the apparatus would be supported by the Fire Fund (2100).
Consequences if not approved:	The Department would go through the standard bidding process and recommend purchase of non-compatible equipment.

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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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-941

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. 7 to Agreement No. 210018B for $4,338,140 with Abode Services, Inc. for FY2025-2026

RECOMMENDATION

Approve and authorize Amendment No. 7 to Agreement No. 210018B with Abode Services, Inc., increasing the contract maximum from $3,968,588 to $4,338,140 for the term July 1, 2025, through June 30, 2026, for the provision of homeless shelter operations, case management and housing placement services. (Fiscal Impact: $369,552 Expense; Housing & Community Services Fund; Budgeted: Discretionary)

BACKGROUND

In September 2016 Napa County released an RFP and selected Abode Services to bring emergency shelter, meal provision and housing navigation and tenancy sustaining services to individuals experiencing homelessness in Napa County. The contract with Abode Services Inc. for operations of the South Napa Shelter, which includes meal provision, daytime drop-in services and extreme weather activation during the Winter Season at the South Napa Shelter, Housing Navigation Services, and Tenancy Sustaining Services to recently re-housed individuals formerly experiencing homelessness. Services provided are funded through a significant number of State and Federal grants and local funding, including a cost-sharing agreement for emergency shelter services with the City of Napa.

Abode Services, Inc. is one of the leading providers of homeless re-housing services in the Bay Area and has worked to end homelessness by assisting low-income, unhoused people to secure stable and supportive housing for over 30 years. Abode services more than 15,000 vulnerable adults and children annually in Alameda, Santa Clara, San Francisco, Santa Cruz, San Mateo and Napa counties. Since 2010, Abode has placed over 16,391 individuals in the six counties where they operate into permanent housing. Abode has operated shelter and drop-in services since its inception and has designed shelters to be housing crisis response centers that embrace the Housing First approach and place housing services directly on site.

Today's action establishes the Agreement for services for Fiscal Year 2025-2026. This Agreement is reviewed annually, and the Scope of Work and budget are adjusted based on the availability of funding resources and the

requirements of State and Federal grants.

Requested Action:

Approve and authorize Amendment No. 7 to Agreement No. 210018B with Abode Services, Inc. to increase the contract maximum from $3,968,588 to $4,338,140 for the term July 1, 2025, through June 30, 2026, for the provision of homeless shelter operations, case management and housing placement services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2030, Housing & Community Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary. There is no mandate for how homeless services are provided in a community. Eligibility for State and Federal funding requires services follow the housing-first model. This agreement uses principles of this model and funds emergency shelter, housing navigation and tenancy sustaining service systems focused on permanent housing solutions.
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	If this item is not approved, Napa County will need to identify another way to provide emergency shelter, housing navigation and tenancy sustaining services for individuals experiencing homelessness in Napa or forego State and Federal funds supporting these services.

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. 7 OF
NAPA COUNTY AGREEMENT NO. 210018B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO.7 OF NAPA COUNTY AGREEMENT NO. 210018B is effective as of the 1st day of July 2025, between NAPA COUNTY, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **ABODE SERVICES, INC.,** a California nonprofit corporation, whose mailing address is 40849 Fremont Blvd., Fremont, CA 94538 (hereinafter referred to as "CONTRACTOR"). COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on July 1, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210018 (hereinafter referred to as the "Agreement), to operate the Napa County Shelter system and for the provision of outreach, engagement and housing support services for persons who are homeless or at risk of homelessness; and

WHEREAS, in November, 2020, the Parties amended the Agreement to allow for a continued response to COVID-19 to support the provision of homeless services and provide support services for clients impacted by the 2020 Napa County wildfires; and

WHEREAS, in August, 2021, the Parties amended the Agreement to allow for the continued response to COVID-19 to support the provision of services to individuals experiencing homelessness, to remove support services for clients impacted by the 2020 Napa County wildfire, to operate the Napa County Shelter system, and for the provision of outreach, engagement and housing support services for persons who are homeless or at risk of homelessness; and

WHEREAS, the Parties amended the Agreement in 2022 to modify the scope of services and costs for fiscal year 2022-2023: and

WHEREAS, the Parties amended the Agreement in 2023 to increase the contract maximum of the Agreement to incorporate additional grant funds received through the 2023 Emergency Solutions Grant Competitive (ESG-C) allocation program; and

WHEREAS, the Parties amended the Agreement to modify the scope of services and costs for fiscal year 2024-2025; and

WHEREAS, the Parties wish to amend the Agreement to modify the scope of services and costs for fiscal year 2025-2026.

TERMS

1. Exhibit B and all previous Addenda to Exhibit B are hereby replaced in their entirety with "Exhibit B-7," attached hereto and incorporated by this reference as though fully set forth herein; all references in the Agreement to Exhibit "B" shall refer to "Exhibit B-7," effective July 1, 2025.

2. The maximum compensation under this Amendment No. 7 will be $4,338,140.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No.7 of Agreement No. 210018B as of the date first above written.

ABODE SERVICES, INC.

Signed by:
By: Vivian Wan
906AB4FF730040A...
VIVIAN WAN,
Chief Executive Officer

Signed by:
By: John Reiber
AEF1C3599DCE4DE...
JOHN REIBER, Chief
Financial Officer

NAPA COUNTY,
a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair
of the Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Date: July 11, 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: _____

H: cc\d\h\contracts\ 210018B Abode Services Amend No.7

EXHIBIT A-7
SCOPE OF WORK
FISCAL YEAR 2025-2026

General Obligations/ Services:

Abode Services ("Abode") shall participate fully with key stakeholders including Napa County ("County") representatives, City of Napa ("City") representatives, community-based organizations, contracted technical assistance providers, business communities, faith-based groups, and other interested parties to facilitate a homeless response system to maintain a housing resolution orientation. This shall include improving housing outcomes, expanding outreach, and building new systems, such as a flexible housing pool and housing navigation.

As part of the collaborative process, Abode shall do the following:

1. Provide services which include culturally competent, considering the ethnic, linguistic, and experiential needs of residents experiencing homelessness, residents experiencing chronic homelessness, and extremely low-income individuals and families; and individuals who have disabling conditions and/or experience with the criminal justice system.
2. Implement all programs/operate all sites utilizing the core principles of Housing First and Harm Reduction. This includes actively 'screening in' people with criminal justice histories and/or active substance use. Abode shall not require abstinence for any potential or current clients. Nonetheless, shelters will maintain a zero-tolerance policy for possession and/or use of illicit drugs inside the shelter and day center in order to ensure the safety of all clients, volunteers, and staff.
3. Implement all programs/operate all sites in accordance with applicable non-discrimination, fair housing, and equal access laws and regulations.
3. Implement all programs/operate all sites with safe and welcoming environments for all people experiencing homelessness, with attention to those who traditionally access shelter services less frequently such as people who identify as Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ), transition age youth, Hispanic individuals and families, Veterans, undocumented individuals and families, and those experiencing symptoms related to their mental health disabilities.
4. Ensure accurate and timely data entry into the Homeless Management Information System (HMIS) in alignment with Napa Continuum of Care (CoC) HMIS Policies and Procedures Manual and written standards.
    a. The standard expectation is that data for all programs is entered within 72 business hours of service provision, and any data changes or updates for a given month shall be entered into HMIS by the fifteenth (15th) business day of the following month.
5. Prepare monthly reports, as agreed by funding entities, that provide both output and outcome data.
6. Participate in regular meetings and forums such as the CoC, Point-in-Time (PIT) counts,

Housing Meeting, Homeless Response Partners Meeting, and other community meetings.

7. Receive referrals and prioritize people for services through the Napa CoC Coordinated Entry System (CES).

8. Engage community residents and businesses in a robust donation and meal provision program designed to increase the quantity and quality of daily meals available to overnight residents of the South Napa Shelter and Day Use Center clients.
9. Provide clients access to housing and services regardless of their criminal justice involvement history, in accordance with applicable federal, state, and local laws.
10. Provide services in a respectful and engaging manner.
11. Abode Services' Contracts Manager will be the single point of contact for all invoicing-related questions, concerns, and follow-up.

Housing Navigation Services:

Abode shall provide housing navigation services to eligible program participants with a need for such services through Housing Service Coordinators. Eligible clients will be prioritized by vulnerability as assessed by the Vulnerability Index – Service Prioritization Decision Assistance Tools (VI-SPDAT, F-VI-SPDAT, TAY-VI-SPDAT) and sustain caseloads of 1:30 among full time equivalent staff. Other prioritization factors include length of time homeless. The Housing Service Coordinators(s) providing housing navigation shall work with clients to assist them with gaining access to services and resources such as: healthcare, mental health services, benefits, drug and alcohol services, shelter, move-in arrangements, help with housing applications, and other services that help ensure access to housing.

Housing navigation services shall prioritize individuals and households experiencing homelessness based on their vulnerability assessment scores, referred through the Coordinated Entry System, and may serve households at-imminent-risk of experiencing homelessness, if there is staffing capacity, or when additional funds are designated specifically to serve households at-imminent-risk of homelessness, such as in the case of dedicated prevention grant funding assistance.

Housing navigation services shall be adapted to where the individual or family resides, which may be on the street, in an encampment, in shelters, in treatment centers, in jails, in hospitals, or in other temporary living situations. Services shall be provided face-to-face in an office as well as in the community and via phone/other technology. Caseloads shall be maintained at 1:30 to ensure effective service provision and maximize staffing level investment. In most cases, housing navigation services take the place of case management services within emergency response systems. Housing Service Coordinators follow the individual, thereby reducing the number of intakes at each location. Housing Service Coordinators shall also continue to meet regularly with residents once permanent housing is obtained and until a tenancy care service coordinator is assigned.

Below are some of the tasks of the Housing Service Coordinator when providing housing navigation services:

1. Develop a client-led service plan documenting priorities or emergencies pertaining, but not limited to, basic needs such as food, health, transportation, etc.
2. Facilitate client access to interim or bridge housing resources as available.
3. Establish communication links with and for clients – phone/cell phone, mailing address, email, meeting locations, social support contacts.
4. Help clients access clinical care and other service resources as needed and/or desired.
5. Provide motivational support for clients around obtaining housing, and work on setting realistic expectations of the process around budget, house, and ground rules, being a good neighbor, and trepidations around obtaining and/or maintaining housing.
6. Assess and develop a plan around potential barriers that may prohibit housing placement, such as rental history and prior evictions, credit history, criminal history, registered sex offender status, outstanding debts, outstanding warrants, as well as other barriers.
7. Get to know members or potential members of the household including pets/companion animals. Assess potential for clients to reconnect with family and/or friends for housing.
8. Assess eligibility for permanent housing resources, such as deposit/move-in financial assistance, rapid rehousing, affordable housing, and permanent supportive housing.
9. Assess the client's financial and personal resources to develop a budget for housing, determine opportunity to apply for additional social safety net income and benefit programs, and develop plan to fund move-in costs.
10. Help clients identify and pursue potential housing opportunities other than permanent supportive and affordable housing.
11. Help clients complete and submit required housing applications and other materials, including a signed release of information.
12. Provide advocacy, when needed, if application is denied, and support the client with the appeal process and/or reasonable accommodation requests.
12. Assist clients with obtaining the resources necessary to apply for and move into housing, such as application fees, security deposits, first month rent, moving services, furnishings, and bedding.
13. Support clients in preparing for housing interviews and/or other meetings that affect their ability to obtain permanent housing.
14. Engage with each client enrolled in Housing Navigation Services at a minimum of two times per month to maintain enrollment and service status.
15. Document all client contacts in the Homeless Management Information System.

Housing Specialist Services:

Abode shall provide housing specialist services to eligible program participants with a need for such services. Below are some of the tasks of the Housing Specialist:

- Search for property management companies and apartment complexes in Napa County to

establish relationships and talk with them about the benefits of partnering with Abode. Once a relationship is established, we follow up with them regularly to explore potential

housing opportunities for our clients and to discuss current placements to see how things are going.

- Search online databases like Zillow, Apartments.com, Craigslist, Trulia, etc, for available apartments within our client's price ranges and then make appointments to view open units and to establish relationships with landlords.
- Coordinate among property managers/landlords, housing navigators, and clients when they are informed that a unit is available for one of our clients.
- Connect with Housing Navigators to locate the right client when a property manager informs us that a unit is available.
- Enroll into appropriate housing program.
- Meet regularly with Abode's Housing Navigators to discuss individual client's housing preferences and barriers to housing to increase the probability of successfully matching clients with housing.
    - Have expectation setting conversations with Housing Navigators, to pass onto their clients, to ensure a client's housing preferences is aligned with their budget, barriers, and housing availability/stock.
- Take clients to view units when it looks like there is an opportunity to potentially house them.
- If the client is interested and it looks like it might be a good fit, submit an application, including fee, for the unit.
- If the landlord is interested in pursuing the opportunity, then the landlord shall fill out a Unit Spec Form and submit a W9 if we do not already have one on file.
- Determine a subsidy structure for the unit if the participant is going to receive Rapid Rehousing support.
- Perform an HQS Inspection of the unit.
- Submit Purchase Orders for move in costs (deposit and rental requirements).
- Prepare HUD required documentation for the client and landlord to sign:
    - Lead Based Paint
    - VAWA
    - Housing Assistance Payment contract (HAP)
- Meet with the client and the landlord to go over and sign the lease.
- Create the Welcome Home Binder to present to the client.
    - A folder that has all required documents in an easy place to locate, which includes:
        - Important contacts list (property management)
        - Lease
        - Document entitled Understanding Your Lease
        - Community Standards and Policies document, which is uniquely tailored to the complex the client is moving into
        - Roommate agreement if applicable

- Being a good neighbor document
- Subsidy Structure
- Their Budget

    - Copy of Service Agreement between them an Abode
    - Initial Service Plan, including utility information
- Ensure a successful hand-off with their Service Coordinator, who shall assist them during their transition process into housing.
- Manage the ongoing subsidy structure:
    - Ensure rent is paid
    - Compose a new HAP when the client's subsidy amount changes
- Track and conduct annual housing recertifications
- Complete annual HQS inspections.
    - Ensure all new documentation is uploaded to Abode's Welcome Mat system.
- Assist with any landlord / tenant disputes with the aim of mitigating them.
    - Assist with mutual termination agreements when necessary.
- Answer any landlord questions that might arise to ensure they remain happy with the partnership with Abode.
- Provide Mitigation Assistance when a client leaves a unit with significant damages and/or rental arrears.
- Ensure timely completion of annual inspections, income certifications, exit documentation, and any other necessary housing paperwork by coordinating closely with case management partners.

Housing Service Coordinator Services:

In addition to housing navigation services, Abode's Housing Service Coordinators shall provide Transition/Moving In services to eligible program participants with a need for such services. Below are some of the Transition/Moving In services provided by the Housing Service Coordinator:

1. Establish utilities for the housing unit, including supporting the client with applying for low-income utility assistance programs when appropriate.
2. Update the client's mailing address with key agencies including: the post office, health insurance, public benefits, and other social safety net service providers.
3. Establish the method for ensuring tenant contributions of monthly rental payments are on time. Abode shall ensure that subsidy payments are on time to the property manager.
4. Develop a housing crisis response plan outlining plans if challenges arise that may jeopardize housing stability including key emergency contacts for service and housing-related issues. Possible housing challenges include mental health/substance use relapse, health and cognitive issues impacting activities of daily living, non-payment of rent, conflicts with neighbors or property manager, unauthorized guests, hoarding/cluttering, smoking and fire hazards, as well as plumbing/flooding issues.
5. Transition ongoing support to appropriate service providers and natural supports.

Housing Tenancy and Sustaining Services:

Abode's Housing Services Coordinator(s) shall provide Housing Tenancy & Sustaining services to eligible program participants with a need for such services. The Housing Services Coordinator(s) shall work with clients face-to-face in an office as well as in the community and via phone/other technology to a total caseload of 25-30 individuals concurrently.

Below are some of the tasks of a Housing Services Coordinator:

1. Engage with each client enrolled in Housing Tenancy & Sustaining Services at a minimum of two times per month to maintain enrollment and service status.
2. Create an individualized service plan (ISP) with each participant setting forth their goals and then supporting them to accomplish those goals. The ISP should be updated regularly as goals are accomplished and new goals are set.
3. Establish communication links with and for clients – phone/cell phone, mailing address, email, meeting locations, and social support contacts.
4. Help clients access clinical care and other service resources as needed and/or desired.
5. Provide motivational support for clients around budgeting, self-care, remaining housed, being a good tenant and neighbor, and trepidations around maintaining housing.
6. Assess the client's financial and personal resources to develop a budget, determine opportunity to apply for additional social safety net income and benefit programs, and for increasing their income if they are working.
7. Transportation of clients to various service appointments.
8. Support participants in myriad ways as they transition from homelessness into housing.
9. Troubleshoot housing issues and challenges.
10. Attend program meetings with internal and external partners to coordinate services and ensure quality services.
11. Document all client contacts in the Homeless Management Information System.

Shelter and Drop-In Services:

With support from key stakeholders, Abode shall continue to operate the shelter as a housing resolution focused system. As part of this Scope of Work, Abode shall operate the overnight South Napa Shelter and the Day Use Center. In addition, for each year the County deems the resource necessary, Abode shall also operate the Winter Shelter and/or Warming Center between mid-November and mid-April. All sites are to be low barrier, meaning there shall be no requirements regarding drug testing or sobriety, employment, mandatory savings accounts, attendance of religious services, or participation in services.

Abode shall train staff in crisis de-escalation techniques and shall work to resolve issues that arise to the extent possible prior to exiting clients from services. Abode shall establish working relationships with rapid re-housing and permanent supportive housing providers and staff in community organizations to ensure shelter clients exit to permanent housing solutions as quickly as possible.

Abode shall ensure shelter and drop-in service sites are always staffed with a minimum of two people. Additionally, Abode shall build and operate a volunteer program to both proactively engage the community and to enhance services at the shelter.

Housing navigation services shall be available to residents identified and prioritized for those services on-site. Staff shall be proactive in engaging everyone who enters the shelter and work to develop plans for securing or re-establishing housing for all shelter residents. Every shelter resident shall be assisted with the creation of a plan for returning to housing within 14 days of entering the shelter.

All sites shall prioritize the health and safety of residents and staff, and shall be clean, orderly, and well maintained. At the South Napa Shelter and Day Use Center, Abode shall coordinate with or contract for maintenance personnel, as needed, to ensure facilities are always safe and sanitary. Shelter staff shall be trained on program operations and procedures of the shelter facility to ensure the shelter programs are operated in a safe and supportive manner. This includes creating and maintaining good relationships with neighboring properties and businesses. Abode shall always maintain and implement written policies and procedures safeguarding the health and safety of clients, staff, guests, and the surrounding community.

Meal Program Services:

Abode shall provide breakfast for all clients of the South Napa Shelter and for Day Use Center clients. Lunch shall also be offered to all Day Use Center clients and shall be served Monday-Saturday. Dinner shall be available every evening for all overnight shelter clients. The Sunday dinner will be served at 3pm, since no lunch is provided on Sundays. The priority shall always be to provide low-sugar, low-salt, nutrient dense meals that promote health and wellness.

Abode agrees to maintain the state and local food service and food handling permits required by law to operate the meal program at the South Napa Shelter. Further, Abode shall ensure all shelter staff and volunteers have and maintain the mandated minimum level of individual food handling certification. Abode accepts full responsibility for ensuring donated food is safe to consume and is handled and stored in accordance with local, state, and federal regulations.

Abode agrees to waive any claim for damages of any nature whatsoever and to release the County of Napa, from any liability or responsibility whatsoever for any ill-effect, injury, or loss incurred by Abode or any third party including, but not limited to, all manner of actions, causes of action, suits, debts, damages, claims, demands, costs, losses and expenses of any type or kind whatsoever, arising from, connected with or related to the provision of food at the South Napa Shelter.

If County contracts with a vendor to provide food to the South Napa Shelter, County shall cause such vendor(s) to name Abode, its directors, officers, agents, employees, and volunteers as Additional Insureds of the same insurance policies County is named as an Additional Insured under such food provision contract(s). County shall also cause such vendor(s) to provide a certificate of insurance to Abode evidencing such coverage.

Abode agrees to work with County staff to investigate and implement ways to improve food services to individuals experiencing homelessness and seeking assistance at the South Napa

Shelter.

Flexible Housing Pool Administration Services:

Abode shall administer Napa's Flexible Housing Funding Pool (Flex Pool) in collaboration and with direction from the City of Napa and Napa County. Abode shall design Flex Pool operations around established program goals and metrics, including rapid rehousing and supportive housing unit goals, funding goals, service goals, client goals and general system alignment goals. This shall include administrative and programmatic operations, and a plan for ensuring compliance with applicable federal, state, and local laws.

Abode shall use the contracted pooled funds, along with other resources, to create a tailored package of housing resources (subsidies, vouchers, other) with attached supportive services to each household as prioritized through Napa's Coordinated Entry System (CES). Napa's CES system shall centralize access, intake, and assessment for individuals entering the homeless system and prioritize these individuals for housing navigation, support services, and rental assistance based on their vulnerability assessment scores. Abode shall be responsible for fiscal management of the funds and shall develop an accounting system for committed funds, their restrictions, funding uses and disbursements. Abode shall meet all State and Federal reporting requirements associated with funding streams.

Abode shall act as the primary housing property manager liaison for homeless and housing programs in Napa County, a crucial component to Napa's Coordinated Entry System. After individuals are prioritized for housing, according to their vulnerability assessment scores, Abode, in coordination with the County's CES Coordinator, shall be responsible for matching those households with available housing opportunities that meet the household's needs. This work shall include:

1. Developing an inventory of housing opportunities in Napa County.
2. Communicating housing program vacancies to County CES staff.
3. Matching prioritized households to available housing vacancies for which the household meets eligibility criteria and for which there are subsidy resources if needed.
4. Negotiating leases with property managers.
5. Directly placing households in housing programs and/or opportunities that meet their needs.
6. Providing move-in assistance through the Flex Pool and/or other resources, as needed and allowed.
7. As funding allows, holding vacant units so that they can be quickly reassigned to a CES eligible household.
8. Assessing the support services needs of households placed in housing. Create a tailored services package for each placed household and ensure tenants have access to these services.
9. Managing tenant and property manager issues, crises, disputes, and relations, including utilizing Abode's property manager crisis line—a 24/7 resource.
10. Managing the County's Property Manager Incentive Program — which includes the risk

mitigation program.

11. Providing subsidy administration for all programs in the flexible housing subsidy pool.
12. Responding to tenant, neighbor, and or community-based calls or emails in a timely manner.

13. Ensuring a comprehensive array of support services to accompany housing placements: Abode either shall provide this comprehensive array of services or shall work with other community-based organizations and the governmental stakeholders to assign the ongoing tenancy care housing case management (housing stabilization, benefits enrollment, life skills, case management, etc.).

A. **Subsidy Administration Services:**

1. General

Abode shall be the County's Flex Pool Administrator. Abode shall perform the following set of services for specific rental assistance programs. Each rental assistance program shall be administered in accordance with the requirements described herein and in accordance with that program's regulations.

a. Upon execution of this contract, Abode shall administer housing programs within the Flex Pool. As new housing resources become available in Napa County, it is expected that new resources shall be added to this pool. Abode shall hire and assign Housing Specialist(s) to oversee the daily operations and shall identify a single point of contact for each service provider. The objective of the Flex Pool is to efficiently implement and manage housing resources to ensure non-preventable experiences of homelessness are rare, brief, and non-recurring, and support individuals with retaining housing once their experience of homelessness has ended.

2. Scope of Services – Rental Assistance and Security Deposit Assistance Payments.

The Flex Pool Administrator's primary role is to process rental assistance and security deposit assistance payments for clients of each program managed through the Flex Pool pursuant to that program's Administrative Rules and Procedures.

Abode shall:

A) Document and verify clients' eligibility for the program.
B) Verify clients' incomes and document and determine each client's share of rent, while factoring in utility allowances when applicable.
C) Verify that rental agreements and rents conform to program requirements.
D) Conduct unit inspections to ensure that rental units meet program requirements.
E) Process and issue monthly rental assistance and security deposit payments.
F) In some instances, collect and account for the clients' portion of the rent (in cases of master leases).
G) Conduct re-certifications annually, or as otherwise required by the funding source.
H) Provide verbal and written communications to clients, property owners or their agents,

and service providers in all matters related to the rental assistance program.

I) When necessary, oversee the termination of rental assistance to clients or property owners who violate program/ lease requirements.

J) Participate in coordination meetings with clients' service teams.

K) Monitor programs for violations of Fair Housing statutes.

For rental assistance programs administered by the Housing Authority of the City of Napa (Housing Authority), Abode shall make an initial determination of client eligibility and process payment for security deposit, if needed, through the Flex Pool. Abode shall provide services to clients to be assisted by Housing Authority programs, including Shelter Plus Care, Housing Choice Vouchers, Project-based Vouchers, and Family Unification Vouchers, to the Housing Authority. The Housing Authority shall administer these programs outside of the Flex Pool.

Deliverables, Milestones, Timelines for Performance:

The County Director of Housing & Homeless Services or her/his designee shall monitor Abode's performance throughout the term of the agreement. Unless specified otherwise by the requirements of a specific program, Abode shall meet the following performance standards.

Performance Metrics, Reporting, and Management:

The County Director of Housing & Homeless Services or her/his designee shall monitor Abode's performance throughout the term of the Agreement. As part of the overarching goal of ensuring non-preventable experiences of homelessness are rare, brief, and non-recurring in Napa County, Abode shall focus on maximizing (within reason and ensuring the benefit of program participants) the following two outcomes monthly:

1. Permanent Housing Placements: Permanent housing placements are defined according to the type of housing, as follows, and exclude those who are deceased:

1.1 Rapid Rehousing:

The percentage of households that exit shelter, drop-in or outreach services to permanent housing shall be tracked (using all households placed in rapid rehousing within same month as denominator). Additionally, CalAIM clients shall be identified separately within the overall homeless system client population for these outcomes.

1.2 Permanent Supportive Housing:

The percentage of households that exit shelter, drop-in or outreach services to permanent housing shall be tracked (using all households placed in rapid rehousing within same month as denominator). Additionally, CalAIM clients shall be identified separately within the overall homeless system client population for these outcomes.

1.3 Abode Services shall be responsible for tracking, management and monitoring the spending of all rental assistance and client funds within the contract. This includes HUD CoC, ESG, and any other additional federal, state, or local funding that is added to the contract. Abode Services will provide a monthly spending budget-to-actual with annual spending projections via the Grant Tracker Tool to ensure timely and complete utilization

of all available rental assistance funding within the contract.

2. Housing Stability: Housing stability is defined according to type of housing, as follows, and excludes those who are deceased:

2.1 Rapid Rehousing: The number of households that remain stably housed six (6) and twelve (12) months after either 1) housing placement (according to the date the housing lease was effective) OR 2) exit to another permanent housing unit. The percent of households that remain stably housed after six (6) and twelve (12) months shall also be tracked (using all households that were placed in permanent supportive housing at six (6) and (12) months as denominator). The number of households that return to homelessness at six (6) and twelve (12) months after the housing lease effective date. The percent of households returning to homelessness after six (6) and twelve (12) months shall also be tracked (using all households that received rapid rehousing at six (6) and twelve (12) months since move-in as denominator). Additionally, CalAIM clients shall be identified separately within the overall homeless system client population for these outcomes.

2.2 Permanent Supportive Housing: The number of households that remain stably housed six (6) and twelve (12) months after either 1) housing placement (according to the date the housing lease was effective) OR 2) exit to another permanent housing unit. The percent of households that remain stably housed after six (6) and twelve (12) months shall also be tracked (using all households that were placed in permanent supportive housing at six (6) and (12) months as denominator). The number of households that return to homelessness at six (6) and twelve (12) months after the housing lease effective date. The percent of households returning to homelessness after six (6) and twelve (12) months shall also be tracked (using all households that received rapid rehousing at six (6) and twelve (12) months since move-in as denominator). Additionally, CalAIM clients shall be identified separately within the overall homeless system client population for these outcomes.

Data Collection:

Abode shall provide data needed for community homeless system performance measures and metrics related to the CalAIM program measures as established.

EXHIBIT B-7

COMPENSATION AND EXPENSE REIMBURSEMENT- BUDGET

FISCAL YEAR 2025-2026

(And Each Subsequent Renewal Period)

COUNTY shall pay for services rendered in accordance with the budget, attached to this Exhibit B-7.

The budget is divided into five parts:

1. Shelter & Day Use Center
2. Housing Services
3. Outreach
4. Contractor Admin/Operations
5. Client Support

CONTRACTOR submits to COUNTY, within thirty (30) calendar days of the end of the preceding month, requests for reimbursement, together with complete documentation required by COUNTY.

CONTRACTOR may invoice COUNTY for an advance payment for Fiscal Year 25/26. Advance payments for each subsequent fiscal year are payable upon COUNTY receiving an invoice from the CONTRACTOR and will be based upon the budget for that fiscal year.

CONTRACTOR may modify the maximum amount of individual budget items, across cells or columns in the budget template if the dollar amount of any individual budget item is not reduced to less than 10% of its original amount and the total maximum fiscal year dollar amount for all budgeted items remains unchanged, with the approval of the COUNTY Director of Housing & Homeless Services or his/her designee. Such changes shall not be effective unless and until written notice of the date and nature of the change and the consent by CONTRACTOR and the foregoing COUNTY representative has been given to the COUNTY Auditor Controller. No such changes in the budget shall add a new type of service(s) to the Program description set forth in Exhibit A or increase the rate of the Administrative Costs line item.

CONTRACTOR will repay any advance by subtracting one twelfth ($1/12^{th}$) of the amount advanced from its monthly billing, starting with the first month of the Agreement, until the entire amount is repaid. If the Agreement is terminated for any reason prior to repayment of the entire amount advanced, CONTRACTOR agrees to reimburse the COUNTY for the remaining amount of the advance payment upon termination. CONTRACTOR further agrees to reimburse the COUNTY for costs COUNTY may incur to collect unpaid amounts.

24-'25 NAPA Abode Housing & Homeless Programs Budget

Intacct Program codes	2.1	3.1	3.3	3.10		3.6.3	14.1	14.2	
	Shelter Operations - South Napa Shelter	New Budget PSH Combined	ESG-NC + C	Non CalAIM - Nav	Non CalAIM - TSS	Rapid Resolution	CalAIM - Nav	CalAIM - TSS	Total
FTE count									
Grant/Funding Allocation	1,948,000	667,616	140,667	465,000	300,000	30,000	396,000	354,000	4,301,283
Shelter(s) & Day-Use Center									
Director of Housing & Services (0 FTE)	-	-	-	-	-	-	-	-	-
Associate Director (.1 FTE)	10,500	-	-	-	-	-	-	-	10,500
Clinical Superviser (.05 FTE)	5,750	-	-	-	-	-	-	-	5,750
Shelter Manager (1.0 FTE)	90,000	-	-	-	-	-	-	-	90,000
Shelter Coordinator (1.0 FTE)	81,000	-	-	-	-	-	-	-	81,000
Shelter Monitors (10.4 FTE)	566,000	-	-	-	-	-	-	-	566,000
1.0 FTE Shelter Monitor	-	-	-	-	-	-	-	-	-
1.0 FTE Shelter Monitor	-	-	-	-	-	-	-	-	-
1.0 FTE Shelter Monitor	-	-	-	-	-	-	-	-	-
1.0 FTE Shelter Monitor	-	-	-	-	-	-	-	-	-
1.0 FTE Shelter Monitor	-	-	-	-	-	-	-	-	-
1.0 FTE Shelter Monitor	-	-	-	-	-	-	-	-	-
1.0 FTE Shelter Monitor	-	-	-	-	-	-	-	-	-
1.0 FTE Shelter Monitor	-	-	-	-	-	-	-	-	-
0.40 FTE Shelter Monitor	-	-	-	-	-	-	-	-	-
1.0 FTE Winter Shelter Monitor	-	-	-	-	-	-	-	-	-
1.0 FTE Winter Shelter Monitor	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
Relief Shelter Monitors	-	-	-	-	-	-	-	-	-
1.0 FTE Relief Shelter Monitor	-	-	-	-	-	-	-	-	-
1.0 FTE On-Call Shelter Monitor	-	-	-	-	-	-	-	-	-
0.6 FTE Relief Winter Shelter Monitor	-	-	-	-	-	-	-	-	-
Community Engagement Coordinator (1.0 FTE)	77,500	-	-	-	-	-	-	-	77,500
Kitchen Coordinator (1.0 FTE)	63,164	-	-	-	-	-	-	-	63,164
Kitchen Assistant (0.67 FTE)	34,000	-	-	-	-	-	-	-	34,000
Shelter Services Coordinators (2.0 FTE)	128,000	-	-	-	-	-	-	-	128,000
1.0 FTE Resident Services Coordinator	-	-	-	-	-	-	-	-	-
1.0 FTE Resident Services Coordinator	-	-	-	-	-	-	-	-	-
Data Base Manager (0.14 FTE)	13,500	-	-	-	-	-	-	-	13,500
Data & Compliance Administrator (.5 FTE)	34,000	-	-	-	-	-	-	-	34,000
Billing & Budgeting Associate (0.17 FTE)	15,200	-	-	-	-	-	-	-	15,200
Crisis Pay	-	-	-	-	-	-	-	-	-
Total Compensation	1,118,614	-	-	-	-	-	-	-	1,118,614
Uplift rate (20%) for Shelter Monitors		-	-	-	-	-	-	-	-
Total Benefits @ 28%	313,212	-	-	-	-	-	-	-	313,212
Total Staffing - Shelters	1,431,826	-	-	-	-	-	-	-	1,431,826
Facility Cost / Direct Allocation for Rent	-	-	-	-	-	-	-	-	-
Shelter Maintenance/ Utilities	-	-	-	-	-	-	-	-	-
Shelter Rent (Winter, Temp Family)	-	-	-	-	-	-	-	-	-
Total Operations - Shelters	-	-	-	-	-	-	-		-
Grand Total - Shelters	1,431,826	-	-	-	-	-	-	-	1,431,826
Housing Services									
Director of Housing & Services (0.25 FTE)	-	-	-	12,500	-	-	6,250	12,500	31,250
Associate Director (.50 FTE)	-	-	-	21,000	-	-	10,500	10,500	42,000
Senior Program Manager	-	-	-	-	-	-	-	-	-
Program Manager (1.75 FTE)	-	-	-	84,600	-	-	25,200	27,900	137,700
Clinical Supervisor (.05 FTE)	-	-	-	-	-	-	-	-	-
Database Manager (.17 FTE)	-	-	-	2,700	-	-	4,500	5,400	12,600
Data Quality & Compliance Administrator (.44 FTE)	-	-	-	37,800	-	-	-	-	37,800
Billing and Budgeting Associate	-	-	-	-	-	-	-	-	-
Housing Navigator	-	-	-	-	-	-	-	-	-
Real Estate Specialist .3 FTE	-	-	-	-	-	-	-	-	-

Housing Compliance Specialist (1 FTE)	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
Housing Specialist (1.5 FTE)	-	-	-	45,850	-	-	13,755	50,435	110,040
1.0 FTE Housing Specialist	-	-	-	-	-	-	-	-	-
1.6 FTE Housing Specialist	-	-	-	-	-	-	-	-	-
Housing Services Coordinator (5.89 FTE)	-	-	-	189,216	-	-	146,560	101,984	437,760
1.0 FTE Housing Services Coordinator	-	-	-	-	-	-	-	-	-
1.0 FTE Housing Services Coordinator	-	-	-	-	-	-	-	-	-
1.0 FTE Housing Services Coordinator	-	-	-	-	-	-	-	-	-
1.0 FTE Housing Services Coordinator	-	-	-	-	-	-	-	-	-
1.0 FTE Housing Services Coordinator	-	-	-	-	-	-	-	-	-
.92 FTE Housing Services Coordinator	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
Housing Manager, Support Services (Rachel) (1.0 FTE)	-	-	-	-	-	-	-	-	-
Housing Compliance Specialist 1.0FTE	-	-	-	16,250	-	-	26,000	22,750	65,000
Outreach Manager (1.0 FTE)	-	-	-	-	-	-	-	-	-
Total Compensation	-	-	-	409,916	-	-	232,765	231,469	874,150
Total Benefits @ 28%	-	-	-	114,776	-	-	65,174	64,811	244,762
Total Staffing - Housing Navigation	-	-	-	524,692	-	-	297,939	296,280	1,118,912
Outreach									
Director of Housing & Services (0.2 FTE)	-	-	-	-	-	-	-	-	-
Associate Director	-	-	-	-	-	-	-	-	-
Senior Program Manager	-	-	-	-	-	-	-	-	-
Program Manager	-	-	-	-	-	-	-	-	-
Mental Health Clinician/Outreach Worker (1.0 FTE)	-	-	-	-	-	-	-	-	-
Clinical Supervisor (0.1 FTE)	-	-	-	-	-	-	-	-	-
Community Health Outreach Worker	-	-	-	-	-	-	-	-	-
Housing Services Coordinator	-	-	-	-	-	-	-	-	-
Outreach Manager [1] (1.0 FTE)	-	-	-	-	-	-	-	-	-
Lead Outreach Worker (1.0 FTE)	-	-	-	-	-	-	-	-	-
Family Outreach Worker (1.0 FTE)	-	-	-	-	-	-	-	-	-
Peer Outreach Worker [1] (1.0 FTE)	-	-	-	-	-	-	-	-	-
Outreach Worker	-	-	-	-	-	-	-	-	-
1.0 FTE Outreach Worker	-	-	-	-	-	-	-	-	-
1.0 FTE Outreach Worker	-	-	-	-	-	-	-	-	-
Motel/Hotel OT	-	-	-	-	-	-	-	-	-
Total Compensation	-	-	-	-	-	-	-	-	-
Total Benefits @ 28%	-	-	-	-	-	-	-	-	-
Total Staffing - Outreach	-	-	-	-	-	-	-	-	-
Grand Total - Staffing	1,431,826	-	-	524,692	-	-	297,939	296,280	2,550,738
Contractor Admin/Operations									
Training	1,200	-	-	1,360	-	-	750	750	4,060
Equipment & Furnishings	12,800	-	-	2,420	-	-	2,960	2,866	21,046
Travel	3,000	-	-	5,000	-	-	5,000	5,000	18,000
Telephone/Communications	12,504	-	-	2,456	-	-	3,000	1,208	19,168
Utilities and License Fees (formerly Maint & Svc)	134,000	-	-	7,668	-	-	10,525	5,636	157,829
Construction Security (Contractor)	-	-	-	-	-	-	-	-	-
Recruitment ($75 Lifescan)	1,000	-	-	76	-	-	152	152	1,380
Office Supplies	94,370	-	-	2,000	-	-	8,340	12,210	116,920
Program Supplies	-	-	-	-	-	-	-	-	-
Vehicle	-	-	-	-	-	-	-	-	-
Total Admin/Operations	258,874	-	-	20,980	-	-	30,727	27,822	338,403
Client Support									
Client Housing - Rental Assistance	-	585,000	121,522	-	82,000	25,000	25,000	-	838,522
Client Housing - Homelessness Prevention	-	-	-	-	-	-	-	-	-
Storage Costs	-	-	-	-	-	-	-	-	-
Housing Move-In funds (housing rel. costs)	-	-	-	-	25,000	-	-	-	25,000
Landlord Incentive + Risk Mititgation	-	4,632	-	-	15,000	-	-	-	19,632
Total Client Support	-	589,632	121,522	-	122,000	25,000	25,000	-	883,154
Total Subject to De Minimus	1,690,701	4,632	-	545,672	40,000	-	328,666	324,102	2,933,774
Indirect Admin	253,605	695	-	81,851	6,000	-	49,300	48,615	440,066
Total	1,944,306	590,327	121,522	627,523	128,000	25,000	402,966	372,718	4,212,362
Admin Other 15% of total less De minimus	-	87,750	18,228	-	12,300	3,750	3,750	-	125,778
GRAND TOTAL - ABODE CONTRACT	1,944,306	678,077	139,750	627,523	140,300	28,750	406,716	372,718	4,338,140

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1165

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. 3 to Napa County Agreement No. 190277B with Catholic Charities

RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 190277B with Catholic Charities of the Diocese of Santa Rosa to increase the annual maximum from $360,000 to $400,000 for the term of July 1, 2025, through June 30, 2026, to provide and operate an emergency shelter for families with minor children who are experiencing homelessness. (Fiscal Impact: $40,000 Expense; Housing & Community Services Fund; Budgeted: Discretionary)

BACKGROUND

Catholic Charities of the Diocese of Santa Rosa (Catholic Charities) has operated an emergency family shelter in a house on Jefferson Street in the City of Napa known as “Rainbow House” since 2017. The shelter is a 7-unit, 28 bed facility, available for families with minor children who are experiencing homelessness.

The purpose of this agreement is to provide funding for the operation of the shelter run by Catholic Charities to provide families with minor children who are experiencing homelessness with emergency shelter, food, and community resources in a safe, respectful, and inclusive manner seven days per week, 365 days per year. The agreement provides critically needed funding for case management services and shelter operations.

Rising operational costs related to food, supplies and staffing are driving the necessary increase of $40,000. Today’s action increases the contract maximum from $360,000 to $400,000, per Fiscal Year to ensure continuity of emergency shelter services for families with minor children who are experiencing homelessness in Napa County.

Requested Action:

Approve and authorize Amendment No. 3 to Napa County Agreement No. 190277B with Catholic Charities of the Diocese of Santa Rosa to increase the contract maximum from $360,000 to $400,000 for the term July 1,

2025, through June 30, 2026 for the provision of family emergency shelter operations.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2030, Housing & Community Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary. There is no mandate to contract with Catholic Charities of the Diocese of Santa Rosa known as Rainbow House to run a family shelter. Contracting with Catholic Charities will provide case management services and shelter operations to families experiencing homelessness.
Is the general fund affected?	Yes
Future fiscal impact:	Commencement of this contract begins July 1, 2025 and will automatically renew each year thereafter with a contract maximum of $400,000 per fiscal year.
Consequences if not approved:	If this item is not approved Napa County will be unable to provide families experiencing homelessness with emergency overnight shelter and related services and support.

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. 3
NAPA COUNTY AGREEMENT NO. 190277B

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 190277B is effective as of this 1st day of July, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA, a California nonprofit corporation whose business address is 987 Airway Court., Santa Rosa, CA 95403, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on April 16, 2019, COUNTY and CONTRACTOR entered into Agreement No. 190277B for CONTRACTOR to operate a resource center and emergency shelter for families referred through Napa's Coordinated Entry System, 7 days per week, 365 days per year; and

WHEREAS, Agreement No. 190277B included a provision to review operational costs within one year of the Agreement date to make necessary adjustments; and

WHEREAS, the parties wish to amend the Agreement to incorporate Exhibit B-3 and adjust the compensation

TERMS

NOW, THEREFORE, the parties amend the Agreement as of the effective date of this Amendment as follows:

1. Exhibit B-3: Compensation, attached hereto and incorporated here by reference, shall replace prior Exhibit B in the original Agreement and subsequent amendments thereto.
2. In all other respects the Agreement shall remain in full force and effect as originally approved.

[REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to Agreement No. 190277B as of the first date written above.

CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA

By _____
Jennielynn Holmes, Executive Director

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: August 22, 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-3

COMPENSATION

From the effective date of this Agreement through June 30, 2026 and each automatic renewal thereof

CONTRACTOR shall be compensated a maximum of Four Hundred Thousand Dollars ($400,000) per fiscal year based on the budget shown below, provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

CONTRACTOR shall be paid upon receipt of an invoice which details the expenditures being billed and provides supporting documentation, i.e. payroll reports, travel receipts, etc.

BUDGET

Personnel	$ 305,847
Travel/Training	$ 620
Utilities	$ 26,200
Program Food	$ 12,000
Supplies	$ 4,000
Maintenance & Repair	$ 7,000.00
Taxes, Real Estate	$ 1,500.00
Insurance, Liability & Property	$ 1,630.00
Client Assistance	$1,589
Communications, Phone, Internet	$ 15,0000
Subtotal	$375,386
IDC (billed by source)	24,614
IDC Rate	6.557%
Total Expenses	**$ 400,000**

CONTRACTOR may modify the maximum amount of individual budget items as long as the dollar amount of any individual budget item is not reduced to less than 10% of its original amount and the total maximum fiscal year dollar amount for all budgeted items remains unchanged with the approval of the Director of COUNTY's Housing and Community Services or designee. Such changes shall not be effective unless and until written notice of the date and nature of the change and the consent by CONTRACTOR and the foregoing Housing and Community Services Division representative has been given in writing to the COUNTY Auditor Controller and the Clerk of COUNTY's Board of Supervisors. No such changes in the budget shall add a new type of service(s) to the Program description set forth in Exhibit A or shall increase the rate of the Administrative Cost line item.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1368

TO: Board of Supervisors

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

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: California Children's Services Certification with the Department of Health Care Services

RECOMMENDATION

Approve and authorize a certification statement (Agreement No. 8701) with the Department of Health Care Services for California Children's Services confirming the County's agreement to comply with all applicable provisions of State and Federal laws governing this program for Fiscal Year 2025-2026. (No Fiscal Impact).

BACKGROUND

The California Children's Services (CCS) program is mandated by the Welfare and Institutions Code and California Code of Regulations (Title 22, Section 51013) to act as an "agent of Medi-Cal" for Medi-Cal beneficiaries with CCS medically eligible conditions. CCS is administered by the Children's Medical Services (CMS) branch of Department of Health Care Services (DHCS).

CCS provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children and youth, ages 21 and under, with CCS-eligible medical conditions. CCS also provides medical therapy services to be delivered at public schools. Currently, approximately 70 percent of CCS-eligible children are Medi-Cal eligible.

This certification is an acknowledgment that Napa County, as the Local Governing Body, will comply with all applicable laws, regulations and policies in regard to the CCS Program.

Approval of this certification is mandatory to allow the Health and Human Services Agency (HHSA) to draw down funding for reimbursement for program expenses related to mandatory activities in the CCS program.

DHCS requires the County to sign a new certification statement at the start of each Fiscal Year, thus creating the need for this new agreement. Certification documents were received from the State in July 2025.

Requested action:

Approve and authorize a certification statement (Agreement No. 8701) with the Department of Health Care Services for California Children's Services confirming the County's agreement to comply with all applicable provisions of State and Federal laws governing this program for Fiscal Year 2025-2026.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Consequences if not approved:	If this certification is not signed, the County will not be eligible to receive reimbursement for program expenses related to mandatory activities for the CCS program.

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.

State of California - Health and Human Services Agency | Department of Health Services - Children's Medical Services

Certification Statement - California Children's Services (CCS)

County: Napa	**Fiscal Year:** 2025-2026

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services (CMS) Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Cheryl Losado CCS Administrator	7/8/2025 Date Signed
Christine Wu, MD Public Health Division Director	7/22/2025 Date Signed

I certify that this plan has been approved by the local governing body.	
Napa County Board of Supervisor	Date Signed

APPROVED AS TO FORM
Office of County Counsel
By: _____
Date: 8/11/25

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1369

TO: Board of Supervisors

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

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: Health Care Program for Children in Foster Care Certification with the Department of Health Care Services

RECOMMENDATION

Approve and authorize a certification statement (Agreement No. 8702) with the Department of Health Care Services Program for Children in Foster Care confirming the County's agreement to comply with all applicable provisions of State and Federal laws governing these programs for Fiscal Year 2025-2026. (No Fiscal Impact)

BACKGROUND

The Health Care Program for Children in Foster Care (HCPCFC) is a public health nursing program that meets the medical, dental, mental, and developmental needs of children and youth in foster care. Local Child Health and Disability Prevention (CHDP) programs are administratively responsible for HCPCFC. This includes management of the required interdepartmental Memorandum of Understanding (MOU) with the local CWS agencies, probation, and health departments.

Approval of this certification is mandatory to allow the Health and Human Services Agency (HHSA) to administer these programs and draw down funding for the programs and staff.

HCPCFC requires the County to sign a new certification statement at the start of each Fiscal Year, thus creating the need for this new agreement. Certification documents were received from the State in July 2025.

Requested action:

Approve and authorize a certification statement (Agreement No. 8702) with the Department of Health Care Services (DHCS) Health Care Program for Children in Foster Care (HCPCFC) confirming the County's

agreement to comply with all applicable provisions of State and Federal laws governing these programs for Fiscal Year 2025-2026.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Mandatory
Consequences if not approved:	If this certification is not signed, the County will not be eligible to receive reimbursement for program expenses related to mandatory activities for the HCPCFC program.

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.

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Certification Statement	County/City:	Fiscal Year:
	Napa	2025-2026

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the HCPCFC Program Manual. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Cheryl Losado, HCPCFC PHN Administrator	Cheryl Losado	7/7/2025
HCPCFC/County Authorized Representative	Signature	Date
Local Governing Body Chairperson Name,	Signature	Date

APPROVED AS TO FORM
Office of County Counsel
By: _____
Date: 8/11/25

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1469

TO: Board of Supervisors

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

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: Agreement No. 260068B with On The Move, Inc. (Transitional Housing Program and Housing Navigation and Maintenance Program)

RECOMMENDATION

Approve and authorize Agreement No. 260068B with On The Move, Inc., for a contract maximum of $135,081 for the term July 1, 2025 through June 30, 2027 for administration of the Transitional Housing Program Round 6 and the Housing Navigation and Maintenance Program Round 3 grant allocations from the California Department of Housing and Community Development. (Fiscal Impact: $135,081 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary).

BACKGROUND

The State's Department of Housing and Community Development (HCD) provides funding to Napa County through the Transitional Housing Program (THP) and Housing Navigation and Maintenance Program (HNMP) allocation awards for the support of housing navigators to help youth 18-24 years of age secure and maintain housing, with priority given to youth, formerly or currently in the foster care or probation systems.

On the Move is a local vendor and is already administering housing navigation services to Transitional Age Youth (TAY) in Napa County, through an agreement that uses previous allocation funds of THP and HNMP that were awarded from HCD.

Requested action:

Approve and authorize Agreement No. 260068B with On The Move, Inc., for a contract maximum of $135,081 for the term July 1, 2025 through June 30, 2027 for administration of the Transitional Housing Program Round 6 and the Housing Navigation and Maintenance Program Round 3 grant allocations from the California

Department of Housing and Community Development.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency Child Welfare Services Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While there is no mandate to contract with this vendor, On The Move is a first stop for many Transitional Age Youth (TAY) and is already providing these services, through a prior agreement.
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, the County will not have access to the resources On The Move provides to address the continued housing needs of youth, currently or formerly in foster care or probation systems.

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. 260068B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **ON THE MOVE, INC.**, a California nonprofit, whose mailing address is 780 Lincoln Avenue, Napa, CA 94558, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to administer the Transitional Housing Program (THP) and Housing Navigation and Maintenance Program (HNMP); and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **ANNE COTTRELL, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Alissa dy Abdo **ALISSA ABDO,** Executive Director

Maximum Amount of this Agreement: $135,081 Term Expires: June 30, 2027 Automatic renewal of term does not apply.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Douglas Parker (via e-sign)* Date: August 11, 2025

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260068B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94558.

1.4 The Program Manager for COUNTY shall be: Veronica Piper-Jefferson, 2751 Napa Valley Corporate Dr., Bldg. B, Napa, CA 94558.

1.5 The Contract Contact Person for CONTRACTOR shall be: Amber Twitchell, 780 Lincoln Ave, Napa, CA 94558.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: State of California - Department of Housing and Community Development Agreement 24-TAY-18550.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: Napa County Agreement No. 250234B.

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.countyofnapa.org/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify

the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[ ] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[X] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to

the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 Term of Agreement. Section 2.1 (b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date written on page 1 and shall expire as of **June 30, 2027**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation and Financial Reporting (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)

EXHIBIT A
SCOPE OF WORK
July 1, 2025 through June 30, 2027

I. BACKGROUND

Pursuant to item 2240-103-0001 of Section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.8 (commencing with Section 50811) and item 2240-102-0001 of Section 2.00 of the Budget Act of 2024 (Chapter 22 of Statutes if 2024) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) has allocated funding for the purpose of housing stability to help youth who are 18 to 24 years of age, inclusive (meaning starting at their 18th birthday until their 25th birthday), secure and maintain housing with priority given to young adults formerly in the foster care of probation systems.

II. SERVICES

CONTRACTOR shall provide the following services with priority given to youth who are 18-24 years of age inclusive, formerly or currently in the foster care or probation systems.

A. Identifying and assisting with housing services for this population within the community.
   - Providing housing navigation services to support youth in locating safe and stable housing;
   - Supporting youth to work with landlord to secure rental agreement/lease documents; and
   - Providing access to direct housing support including payment of security deposit and first month rent.

B. Helping this population secure and maintain housing (with priority given to those formerly in the state's foster care or probation system).
   - Providing case management services to support youth in maintaining housing; and
   - Supporting youth through housing insecurity by providing access to emergency rental assistance in order to prevent homelessness.

C. Improving coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care (CoC).
   - Actively communicating with the youth's support systems including ongoing communication with Social Workers (SWs) and/or Case Workers (CWs); and
   - Participation in the Napa CoC to represent the needs of Transitional Age Youth (TAY).

D. Outreach and targeting to serve those with the highest level of need, may include:
   - Conducting outreach activities to TAY at specific locations and events in the community;

- Outreach activities may include: presentations to TAY, caregivers, and/or other supportive adults in the community; staffing booths at resource fairs; staffing information booths; and creating flyers, informational newsletters, social media postings, and e-blasts about the program and/or specific resources; and
- Connecting TAY to housing resources by submitting applications.

E. CONTRACTOR shall provide Housing Navigators to act as housing specialists to assist youth locate available housing and overcome barriers to locating housing. Housing navigator activities may include, but are not limited to:
   - Assist youth in the foster care system or formerly in the foster care system who are 18-24 years of age inclusive, secure and maintain housing to prevent youth from becoming homeless; and
   - Provide training to Child Welfare Services (CWS) SW and Probation Officers' (POs) who serve nonminor dependents. The training shall address:
      a. An overview of the housing resources available through the local coordinated entry system, Homeless CoC and county public agencies including, housing navigation, permanent affordable housing, THP-Plus, and housing choice vouchers;
      b. Training shall also address how to access and receive a referral to existing housing resources; and
      c. SW and PO role in identifying unstable housing situations for youth and referring youth to housing assistance programs.

F. CONTRACTOR shall complete an intake form for each youth served.
   - All necessary information and demographics will be accurately recorded and reported in accordance with the terms outlined in this Agreement.

III. CONTRACT MONITORING

A. CONTRACTOR is responsible for maintaining all documentation required for monitoring. This includes maintaining books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as listed in the Scope of Work (SOW). These books, records, documents, and other evidence shall be made available for audit and inspection by COUNTY and HCD for a period of five (5) years.

B. CONTRACTOR must keep specific details of the use of the funds for the purpose of semi-annual reporting. A reporting form shall be submitted every six (6) months for three (3) years subsequent to the contract execution. By January 15th of each reporting year, the contractor shall submit a report to COUNTY, covering the reporting period of July 1st to December 31st and by July 15th of each reporting year, covering the reporting period of January 1st to June 30th addressing the Transitional Housing Program (THP) and Housing Navigation and Maintenance Program (HNMP) reporting requirements, to include, but not limited to the following:
   - Number of homeless youth served;

- Description of how CWS identified and oversaw the housing navigators and HNMP;
- Number of current and former foster youth served;
- Number of people served who are currently and formerly on probation;
- Number of homeless youth who exited homelessness into temporary housing;
- Number of youth who exited homelessness into permanent housing; and
- Subpopulation data including:
    i. Number of participants that are employed;
    ii. Number of participants that are students;
    iii. Number of participants identified as LGBTQ+;
    iv. Number of participants having a disability;
    v. Number of participants with their own minor children in the household;
    vi. Average number of children per household including participants own child(ren); and
    vii. Average number of household occupants where participants reside.

C. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.

D. CONTRACTOR shall participate in quarterly meetings of CONTRACTOR and COUNTY staff to discuss the number of youth receiving THP and HNMP services, the referral process, and other operational issues. Expenditures to-date and the need for possible contract amendments are reviewed.

E. CONTRACTOR shall be available for direct contact by COUNTY staff in order to maintain open communication and sharing of information regarding mutual youth in the administration of the THP and HNMP Programs.

F. COUNTY program staff shall be available for direct contact by the CONTRACTOR staff in order to maintain open communication and sharing of information regarding youth in the administration of the THP and HNMP Programs.

G. COUNTY program staff shall provide CONTRACTOR with all regulations and policies related to administering the THP and HNMP Programs.

IV. DOCUMENTATION

A. CONTRACTOR shall document the services provided under this Agreement in a form acceptable to the COUNTY, in addition to any requirements specified in the General Terms and Conditions.

B. CONTRACTOR shall provide COUNTY with access to all documentation of services provided under this agreement for COUNTY's use in administering this agreement. Without limitation, COUNTY shall have access to such documentation for quality assurance and for audit and substantiation of claims for payment of services.

C. Upon written notice from the CONTRACT ADMINISTRATOR, COUNTY at its sole discretion may impose additional requirements for documentation.

V. CONFIDENTIALITY

A. CONTRACTOR shall at all times perform its duties under this agreement in compliance with the confidentiality requirements of applicable law.

B. CONTRACTOR shall maintain written policies and procedures implementing applicable confidentiality requirements, which shall be made available to COUNTY upon request.

C. CONTRACTOR shall provide all employees assigned to the performance of this Agreement with information and training with respect to the requirements listed above and shall maintain documentation of such training. The documentation shall be made available to COUNTY upon request.

D. CONTRACTOR shall not disseminate information received during any assessment, evaluation, interview, or other contact regarding any minor child in any form to anyone other than Napa County Child Welfare Services or employees or agents of CONTRACTOR in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827**. Dissemination of any information is disallowed regardless of whether it is in written or oral form.**

EXHIBIT B
COMPENSATION AND FINANCIAL REPORTING
July 1, 2025 through June 30, 2027

CONTRACTOR shall be compensated as listed in the table below.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHC)	AMOUNT
TRANSITIONAL HOUSING PROGRAM (THP)	
Personnel Expenses 0.19 FTE	$9,156
Indirect Costs (calculated at 15%)	$1,373
Direct Costs: • Security Deposit • 1st Month Rent • Emergency Rental Assistance (homelessness prevention) • Appliance and Furnishing Assistance	$89,411
SUBTOTAL	**$99,940**
HOUSING NAVIGATION & MAINTENANCE PROGRAM (HNMP)	
Personnel Expenses 0.6 FTE	$30,557
Indirect Costs (calculated at 15%)	$4,584
SUBTOTAL	**$35,141**
TOTAL	**$135,081**

CONTRACTOR agrees that all funds shall be used to help youth aged 18 through 24 years of age inclusive (herein meaning starting at their 18th birthday until their 25th birthday) secure and maintain housing.

CONTRACTOR agrees that priority shall be given to youth currently or formerly in the foster care or probation systems.

CONTRACTOR shall provide documentation as required by COUNTY at any time in order to substantiate its claims for payment.

CONTRACTOR's services and claims are subject to audits conducted by the Department, State of California (CA), or any other auditor(s). Any resulting audit exemptions shall be repaid to COUNTY.

CONTRACTOR shall prepare and submit an invoice **thirty (30) days after the conclusion of each calendar month in which services were provided.** Invoice shall include back up documentation pertinent to the annual reporting criteria addressed in the scope of work and include date of service, service provided, name of youth receiving service, and copy of assistance payment.

TOTAL PAYMENTS UNDER THIS AGREEMENT SHALL NOT EXCEED $135,081.00.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall

include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

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

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

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

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

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

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty
(30)
days prior to the effective date; provided, however, that no such termination may be effected by

COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the

termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY

may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be

assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(d) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(f) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(g) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.countyofnapa.org**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.countyofnapa.org** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.countyofnapa.org**.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1502

TO: Board of Supervisors

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

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: Revenue Agreement No. 260107B with California Department of Public Health (Special Supplemental Nutrition Program for Women, Infants, and Children)

RECOMMENDATION

Approve and authorize Revenue Agreement No. 260107B with the California Department of Public Health for a contract revenue maximum of $3,069,822 for the term October 1, 2025 through September 30, 2028 to administer the Special Supplemental Nutrition Program for Women, Infants, and Children. (Fiscal Impact: $3,069,822 Revenue; Health and Human Services Agency Fund; Budgeted; Mandatory)

BACKGROUND

California Department of Public Health (CDPH) Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) is a federally funded nutrition program available at no cost to eligible low-income pregnant, breastfeeding, and postpartum women and children up to age 5. The goal of the WIC program is to improve the health and dietary needs of low-income families by providing nutritious foods to supplement diets, nutrition education, breastfeeding support, and referrals to other health care and social services as needed, while empowering families to build a healthy future through their local WIC clinic. There are nearly 2,000 WIC participants in Napa County. The monthly food benefits issued by WIC increase participant access to healthy foods and contributes to the local economy.

Approval of this agreement allows the Health and Human Services Agency (HHSA) to accept funding to run the WIC program for Federal Fiscal Years 25/26 through 27/28.

The revenue is budgeted as follows:

Year 1 - October 1, 2025 through September 30, 2026: $1,023,274

Year 2 - October 1, 2026 through September 30, 2027: $1,023,274

Year 3 - October 1, 2027 through September 30, 2028: $1,023,274

Requested action:

Approve and authorize Revenue Agreement No. 260107B with the California Department of Public Health for a contract revenue maximum of $3,069,822 for the term October 1, 2025 through September 30, 2028 to administer the Special Supplemental Nutrition Program for Women, Infants, and Children program.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Public Health Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, the County will be unable to draw down WIC funding passed through the State.

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.

SCO ID: 4265-2510187

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-10187	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Public Health

CONTRACTOR NAME
Napa County

2. The term of this Agreement is:

START DATE
October 1, 2025 or upon DGS approval, whichever is later

THROUGH END DATE
September 30, 2028

3. The maximum amount of this Agreement is:
$ 3,069,822.00 Three Million Sixty-Nine Thousand Eight Hundred Twenty-Two Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	19
	Attachment I	Statement of Work, Services to be Performed	10
	Exhibit B	Budget Detail and Payment Provisions	4
+ -	Attachment I	Budget Detail	1
+ -	Attachment II	Facility Costs	1
+ -	Exhibit C *	General Terms and Conditions	GTC 02/2025
+ -	Exhibit D	Special Terms and Conditions	18
+ -	Exhibit E	Additional Provisions	7
+ -	Exhibit F	Federal Terms and Conditions	8
+ -	Exhibit G	Information Privacy and Security Requirements	12
+ -	Exhibit H	Contractor's Release	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Napa County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1195 Third St., Suite 310	Napa	CA	94559

PRINTED NAME OF PERSON SIGNING	TITLE
Anne Cottrell	Chair of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID: 4265-2510187

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES **STANDARD AGREEMENT** STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 25-10187	PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Department of Public Health			
CONTRACTING AGENCY ADDRESS 1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377	CITY Sacramento	STATE CA	ZIP 95899
PRINTED NAME OF PERSON SIGNING Errolben "MJ" Elepano	TITLE Chief, Contracts Management Unit		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

APPROVED AS TO FORM
Office of County Counsel
By: _____
Date: 8/18/25

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Napa County	94-6000525

By (Authorized Signature)

Printed Name and Title of Person Signing

Anne Cottrell, Chair of the Board of Supervisors

Date Executed	Executed in the County of
	Napa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
Napa	94-6000525

By (Authorized Signature)

Printed Name and Title of Person Signing

Anne Cottrell, Chair of the Board of Supervisors

Executed in the County of	Executed in the State of
Napa	CA

Date Executed

Exhibit A
Scope of Work

1. Service Overview

A. The Contractor agrees to provide to the California Department of Public Health, Women, Infants and Children (CDPH/WIC) Division, the direct services at the local level described herein to operate the WIC Program. The Contractor agrees to comply with all fiscal, administrative, and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.

B. The CDPH/WIC Division administers Nutrition Services and Administration funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants and children who are low-income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support, referrals to healthcare services, and other services that support the family.

C. The purpose of this contract is to provide funds and expectations to Contractors, also referred to as subrecipients, to support the delivery of services, deliverables, and benefits of the WIC Program to eligible participants through qualified community agencies.

D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies, and procedures as detailed in Exhibit E, Provision 1.

E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CDFA Program Title is "Special Supplemental Nutrition Program for Women, Infants and Children".

2. Service Location

A. Services shall be provided at authorized WIC Sites within each Contractor's service area, as listed in Exhibit B, Attachment II of this Agreement. The Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC Site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics through a formal contract amendment.

B. The Contractor agrees to provide WIC Program services in the following service area to: Eligible California residents of Napa and Solano County, including the cities of American Canyon, Angwin, Calistoga, Fairfield, Lafayette, Napa, Pope Valley, Rutherford, St. Helena, Suisun City, Vallejo, Yountville, Petaluma, Santa Rosa, Glenn Ellen, Middletown, Sonoma, Vacaville, Vineburg and Sacramento.

3. Service Hours

A. Services shall be provided during the Contractor's normal business hours, in addition to extended hours of operation, to accommodate the needs of the applicants'/participants' schedules, in accordance with the WIC Policy and Procedure Manual (WPPM) 530-10.

B. When business hours of operation change for WIC Sites, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 calendar days in

Exhibit A
Scope of Work

advance and make the necessary change in WIC Web Information System Exchange (WIC WISE).

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	Napa County
Ivania Enriquez, Contract Manager Telephone: (279) 217-1402 E-mail: Ivania.Enriquez@cdph.ca.gov	Jennifer Yasumoto, Director of Health and Human Services Telephone: (707) 253-4678 E-mail: jennifer.yasumoto@countyofnapa.org

B. Direct all inquiries to:

California Department of Public Health	Napa County
CDPH/WIC Division Attention: Ivania Enriquez, Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834 Telephone: (279) 217-1402 E-mail: Ivania.Enriquez@cdph.ca.gov	Attention: Mukiio Kimanthi, WIC Coordinator/Nutrition Supervisor MPH, RDN 2751 Napa Valley Corporate Dr., Bldg B Telephone: (707) 299-1795 E-mail: mukiio.kimanthi@countyofnapa.org

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 94-6000525
FI$CAL ID #:
Contractor: Napa County
Attention: Treasurer
Address: 2751 Napa Valley Corporate Dr. Building B Napa, CA 94558
Contract Number: 25-10187

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form. The completed form must be submitted to the CDPH/WIC Division Contract Manager for processing.

5. Services to be Performed - Please see Exhibit A, Attachment I, Statement of Work, Services to be Performed.

6. Scope of Work Changes

A. Pursuant to Health and Safety Code section 38077(b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the CDPH/WIC Division. Failure to notify the CDPH/WIC Division of proposed revisions to the Scope of Work may result in an audit finding.

Exhibit A
Scope of Work

B. The CDPH/WIC Division will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the CDPH/WIC Division fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved provided the changes or revisions do not conflict with state or federal statutes or regulations or federal guidance for the WIC Program.

C. The CDPH/WIC Division may also request changes and revisions to the Scope of Work. The CDPH/WIC Division will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.

D. No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended in writing and the amendment is approved as required by law and this agreement.

7. Definitions

This list of definitions is for use with this Agreement:

A. **Applicants** - Pregnant women, breastfeeding women, postpartum women, infants, and children who are applying to receive WIC benefits, and the breastfed infants of applicants who are breastfeeding women. Applicants include individuals who are currently participating in the WIC Program but are re-applying because their certification period is about to expire.

B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the USDA's WIC Breastfeeding Model Components for Peer Counseling. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to the WIC Program breastfeeding services and support.

C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the WIC local agency.

D. **Care Plan** - An individualized nutrition education plan developed for each WIC participant to follow during participation in the WIC Program.

E. **CDPH/ITSD** means California Department of Public Health, Information Technology Services Division.

F. **CDPH/WIC Division** means California Department of Public Health, Women, Infants and Children Division.

G. **Civil Rights Coordinator** - A designated individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973 at the WIC local agency.

H. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement and provide technical assistance on implementation of the contract and the WIC Policy and Procedure Manual (WPPM).

I. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency. Per FNS guidance, they are also referred to as subrecipients.

Exhibit A
Scope of Work

J. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the WIC local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition, or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.

K. **Degreed Nutritionist (DN)** – A Degreed Nutritionist is an individual who possesses a bachelor's degree a nutrition-related field. The DN must work under the supervision of a Registered Dietitian and must meet both educational requirements and specific standards of competency. The DN role and requirements are included in WPPM 130-50. DN roles, tasks, and activities set forth in this Agreement may also be performed by a Masters Degreed Nutritionist (MDN) who possesses a master's degree in a nutrition-related field. The MDN role and requirements are included in WPPM 130-60.

L. **Designee** - An individual who has been designated by the Contractor's Agency Director and is authorized to sign invoices, or the Report of Actual Expenditures (RAE) on behalf of the Contractor.

M. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration (NSA) funds and funding from another source.

N. **EBT** means Electronic Benefit Transfer - A method that permits electronic access to WIC food benefits using a card or other access device approved by the Secretary of USDA.

O. **FFY** means Federal Fiscal Year (October 1 through September 30).

P. **FMNP** means Farmers' Market Nutrition Program - A USDA program established to provide locally grown fresh fruits and vegetables through farmers' markets to WIC participants. Farmers are authorized and trained by the CDPH/WIC Division to accept FMNP benefits (separate from other WIC food benefits) that are distributed to WIC participants by the Contractor.

Q. **FMNP Local Agency Coordinator** - A designated WIC local agency employee responsible for overseeing all FMNP functions and ensuring FMNP administrative procedures are followed, including benefit accountability, security and integrity, and staff training.

R. **FNS** means Food and Nutrition Service - The agency within USDA that administers the WIC Program.

S. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.

T. **International Board-Certified Lactation Consultant (IBCLC)** – An IBCLC is a breastfeeding expert who has met the education and experience requirements needed to take and pass the IBCLC exam and maintain certification. In the WIC setting, the IBCLC typically provides breastfeeding education and supervision to WIC staff and supports participants with breastfeeding challenges.

Exhibit A
Scope of Work

U. **IT POC** means Information Technology Point of Contact - A designated individual responsible for communications with the CDPH/WIC Division on technology-related implementation and support initiatives.

V. **LVL** means Local Vendor Liaison - A designated WIC local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.

W. **NSA** means Nutrition Services and Administration - NSA funds means the funding provided by USDA that supports WIC Program operations. NSA costs means those direct and indirect costs, exclusive of food costs, which State and local agencies determine to be necessary to support Program operations. NSA costs must be allowable under 7 CFR part 246.14(c), 2 CFR part 200, subpart E, and USDA implementing regulations, 2 CFR part 400 and part 415.

X. **NSP** means Nutrition Services Plan - The NSP establishes statewide nutrition services priorities and focuses WIC local agency activities to improve participant health and nutrition outcomes. The NSP is federally mandated (7 CFR 246.11) and is further described in the WIC Nutrition Services Standards [https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards].

Y. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide ongoing WIC local agency support regarding program services, including quality nutrition services, and ongoing monitoring of program performance, quality assurance, and technical assistance.

Z. **Nutrition Education Coordinator** - A designated WIC local agency Registered Dietitian that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.

AA. **NVRA** means National Voter Registration Act - Congress enacted the National Voter Registration Act of 1993 to enhance voting opportunities for every American. The NVRA allows the Department of Justice to bring civil actions in federal court to enforce its requirements.

BB. **NVRA Coordinator** - A designated WIC local agency employee responsible for implementing and ensuring compliance with the NVRA requirements at each of the WIC local agency sites.

CC. **Outreach Coordinator** - A designated WIC local agency employee responsible for coordinating partnership development with health, community, and social services organizations to encourage referrals to the WIC program, conducting and tracking annual public outreach announcement and promoting WIC to eligible non-participants.

DD. **Participants** - Pregnant women, breastfeeding women, postpartum women, infants, and children who are receiving supplemental foods or food instruments or cash-value vouchers under the Program, and the breastfed infants of participant breastfeeding women.

EE. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.

Exhibit A
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FF. **Quality Assurance (QA)** means a retrospective review process which evaluates whether or not a service fulfilled or met a set of requirements or criteria. QA evaluates the quality of services delivered and is an essential part of quality improvement activities.

GG. **Quality Improvement (QI)** means a formal approach to performance analysis and systematic efforts to improve it. It involves the implementation of solutions to improve services and the monitoring of their effectiveness, with the goal of providing quality nutrition services and achieving optimal health outcomes for participants.

HH. **RAE** means Report of Actual Expenditures - The Contractor's year-end financial report that is submitted to the CDPH/WIC Division at the end of each FFY for review and approval.

II. **RBL** means Regional Breastfeeding Liaison - WIC local agency professional staff that are experts in breastfeeding and community collaboration. They are charged with narrowing the breastfeeding support gaps in the community between WIC, health care providers, hospitals, and other community partners that serve WIC families.

JJ. **Registered Dietitian (RD)** - A registered dietitian is a food and nutrition expert who has met academic and professional requirements. The RD must possess and maintain the RD credential or the right to use the term "registered dietitian" as approved by the Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetics (AND). The RD role is defined in WPPM 130-10.

KK. **Service Area** - The non-exclusive geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.

LL. **State Committee** - A group of WIC local agency and CDPH/WIC Division staff that support various statewide projects related to Nutrition Education, Training, Breastfeeding, Outreach, Data Users, WIC WISE, and other WIC activities. CDPH/WIC Division staff facilitate meetings and tasks associated with statewide projects and Local Agency members provide input, testing, and review. Committee members are chosen via a formal application process; the local agency is provided funding for participation.

MM. **Staff Training Coordinator** - A designated WIC local agency Registered Dietitian (RD), Degreed Nutritionist (DN), or Masters Degreed Nutritionist (MDN) that ensures staff training is planned, completed, and documented within designated timeframes. The Staff Training Coordinator shall follow all guidance provided within the WPPM, Nutrition Services Plan (NSP), and WIC WINs regarding staff training requirements.

NN. **ULO** means Unliquidated Obligations - ULO is a commitment to purchase tangible goods and/or services that have not yet been paid but were approved for purchase by the CDPH/WIC Division.

OO. **USDA** means United States Department of Agriculture - The Federal agency that funds and implements the WIC Program throughout the United States.

PP. **WIC Site** - A CDPH/WIC Division approved location where WIC business is conducted by the Contractor. Types of WIC Sites include WIC Office (provides direct participant services), WIC and Administrative Office (provides direct participant services and administrative services), Administrative Only, Call Center, and Warehouse/Storage locations.

QQ. **WIC Director** - The manager designated by the Local Agency's parent agency who is responsible for the day-to-day WIC Program's operations.

RR. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants, and Children - A federal assistance program administered by USDA's Food and Nutrition Service (FNS) that provides supplemental foods, nutrition education, and referrals to other health-related and public assistance programs to low-income pregnant women, breastfeeding women, postpartum women, infants, and children under the age of five.

SS. **WIC WISE** means WIC Web Information System Exchange - A computerized information processing system that provides an organization with information and tools to organize, evaluate, and efficiently manage its business activities, and to provide support for making operational, tactical, and strategic decisions.

TT. **WNA** means WIC Nutrition Assistant - A paraprofessional who has completed the WIC Nutrition Assistant Certification program to qualify as a CPA and who provides WIC services to participants under the supervision of a Registered Dietitian.

UU. **WPPM** means the WIC Policy and Procedure Manual.

8. Contractor Responsibilities - Administrative Contract Requirements

1) Caseload Management and Performance Standard

a) The Contractor's participant monthly caseload is listed below. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.

1. Year 1 participant monthly caseload: 2,120
2. Year 2 participant monthly caseload: 2,120
3. Year 3 participant monthly caseload: 2,120

2) Program Monitoring Visits

The CDPH/WIC Division shall conduct program monitoring visits to ensure that the Contractor is complying with applicable requirements, including but not limited to requirements for program operations, program management, and fiscal management procedures. Monitoring visits shall be performed at least once every two (2) years and may be on-site, virtual, or a combination. The Contractor shall comply with all requirements of the program monitoring process. If it is determined that the Contractor is out of compliance during the program monitoring visit, the Contractor may be subject to more frequent program monitoring, a corrective action plan, recovery of funds, and/or disqualification.

3) Quality Assurance and Quality Improvement

The Contractor shall maintain an internal Quality Assurance (QA) Plan (per WPPM 100-01) and continuously review and evaluate the program services provided. Deficiencies identified during the QA process, via statewide performance measures, the annual NSP, or by CDPH/WIC Division monitoring visits, shall be included in the QA Plan and addressed through Quality Improvement (QI) activities. The improvement activities and monitoring shall follow traditional QI methods. For further information on QI, see Standard 16 in the current WIC Nutrition Services Standards [https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards].

Exhibit A
Scope of Work

4) Staffing Standards

a) The Contractor shall ensure appropriate staff, as detailed in Exhibit B, Attachment I, perform all tasks outlined in Exhibit A, Attachment I.

b) The Contractor shall employ RDs for activities that support high-risk participants' nutrition needs and to oversee the development, implementation, and evaluation of the Nutrition Services Plan, the quality assurance plan and nutrition related staff training, education, and assessments. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will coordinate and provide nutrition services to participants and oversee staff training nutrition related areas in accordance with Exhibit A, Attachment I.

c) WIC Director

The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the primary liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all program, fiscal, administrative, and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I. If the WIC Director is not an RD, then an RD must be on staff to meet program requirements. If there are barriers to meeting these staffing standards, the Contractor shall submit a written plan for approval to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will meet the program, fiscal, administrative and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I.

d) Nutrition Education Coordinator

The Contractor shall designate a RD to serve in the role of the Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

e) Breastfeeding Coordinator

The Contractor shall designate a CPA that meets WPPM 130-100 requirements, to serve in the role of the Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will promote breastfeeding in the community and support the provision of breastfeeding services to participants in accordance with Exhibit A, Attachment I.

f) Local Vendor Liaison

The Contractor shall designate one or more staff to serve in the role of the LVL to be the point- of-contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.

g) National Voter Registration Act Coordinator

The Contractor shall designate one or more staff to serve in the role of the NVRA Coordinator to be responsible for ensuring compliance with NVRA and Senate Bill 35 at

their WIC Sites. The NVRA Coordinator shall ensure all NVRA requirements are followed, as listed in WPPM 190-30, WPPM 700-06, and Secretary of State requirements for NVRA reporting agencies.

h) Outreach Coordinator

The Contractor shall designate one or more staff to serve in the role of the Outreach Coordinator to be responsible for ensuring compliance with the Annual Public Outreach Announcement (APOA) and ongoing outreach activities for the local agency. The Outreach Coordinator shall ensure all outreach, coordination with local health programs and services, and APOA requirements are followed, as listed in WPPM 700-01, WPPM 700-07, WPPM 700-08 and Exhibit A, Attachment I, Task 5.

i) Staff Training Coordinator

The Contractor shall designate a RD, DN, or MDN to serve in the role of the Staff Training Coordinator. If there are barriers to meeting this staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide staff training in accordance with Exhibit A, Attachment I.

j) Civil Rights Coordinator (only applies if the Contractor has 15 or more employees)

The Contractor shall designate a staff person as the individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973. This may be the same individual responsible within the broader local government or private, non-profit organization, not solely the WIC program at the WIC local agency, as described in
WPPM 510-30.

k) Farmers' Market Nutrition Program Local Agency Coordinator (only applies if the Contractor receives funds for this project).

The Contractor shall designate one or more staff to serve in the role of the FMNP Local Agency Coordinator to be the point-of-contact to the CDPH/WIC Division FMNP Coordinator for FMNP related activities in accordance with Exhibit A, Attachment I, Task 8. The FMNP Local Agency Coordinator shall ensure all FMNP administrative requirements are followed, as listed in the WPPM 800-series.

l) Dietetic Internship Program (only applies if the Contractor receives funds for this project)

The Contractor shall ensure and maintain an Academy of Nutrition and Dietetics (AND) accredited WIC Dietetic Internship (DI) program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Funding of project is contingent on meeting CDPH/WIC Division guidelines and ACEND performance outcome standards.

The Contractor shall evaluate the eligibility of WIC employees and provide guidance to improve qualifications for the internship. Qualified WIC employee applicants seeking Community Nutrition focus shall be given priority in the candidate selection process. Non-WIC employee applicants seeking Community Nutrition focus may be selected based on established WIC criteria for positions not filled by WIC employees.

Exhibit A
Scope of Work

The Contractor shall work with WIC dietetic interns and graduates to pass the mandatory registration examination for dietitians (RDN Exam) and meet ACEND performance standards.

The Contractor shall work with other internship directors, the CDPH/WIC Division's Dietetic Internship Coordinator, and state representatives to develop and implement strategies to sustain WIC DI programs, maintain the number of funded intern positions, increase the number of qualified and culturally diverse applicants that reflect the demographics and diversity of the community, develop and implement ongoing program evaluation and improvement at least once per quarter, address program challenges or barriers, and acknowledge program accomplishments.

The Contractor shall participate in outreach activities to ensure potentially qualified employees, and their local agencies have the awareness, information, and resources needed to apply to the internships. At least one (1) annual outreach announcement to WIC local agencies statewide per calendar year shall be completed. Outreach shall aim to develop statewide partnerships and collaboration with local agencies, dietetic education programs, universities, and professional organizations to increase recruitment. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide (i.e., letter and/or WIC website).

The Contractor shall provide bi-annual status reports and information to the CDPH/WIC Division Dietetic Internship Coordinator including, but not limited to the following:

1. Any program changes including those requiring a substantive change request to ACEND.
2. ACEND communications regarding accreditation status and notifications.
3. Program outcomes or achievements.
4. Program costs and budget changes.
5. Intern RD exam pass rates and pass rate improvement plans.
6. Intern demographic, employment, and retention data.
7. Intern selection of WIC employees and non-WIC interns.

Dietetic internship funds are to be used for WIC employee/intern expenses including for direct intern expenses (tuition and fees), conferences, trainings, certifications, memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

Tuition and fees for WIC employees/interns with at least six (6) months of work experience prior to acceptance into the dietetic internship shall be waived. Tuition may be reassessed at the non- WIC rate for WIC employees/interns who have ended any required WIC employment during the internship at the Contractor's discretion.

Non-WIC employee/interns may be charged tuition at the Contractor's discretion. Tuition and fees are to be submitted to the CDPH/WIC Division Dietetic Internship Coordinator for review and approval prior to implementation. Itemized fees shall be submitted including direct intern expenses, approved conferences, and trainings, required certifications and memberships, RDN exam review study program materials, and other expenses at the

Contractor's discretion.

m) State Committee Membership (only applies if the Contractor receives funds for membership in one or more of the State Committees)

The Contractor shall ensure the staff member(s) accepted for membership on any of the CDPH/WIC State Committees will:

1. Participate in all scheduled committee meetings, whether in person or virtual.
2. Follow all CDPH/WIC Division written committee expectations specific to their assigned committee to include completing tasks as designated by CDPH/WIC Division staff between committee meetings.
3. Use committee funds only for committee work and travel (this may include personnel costs, travel, or training(s) related to committee work).

5) Professional Certifications

The Contractor shall ensure professional staff listed under "Staffing Standards" here within the Exhibit A, Scope of Work (SOW) and staff identified on Exhibit B, Attachment I, maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs' profession, relevant memberships to professional organizations, and subscriptions to professional and technical periodicals.

6) Program Materials

The Contractor shall use CDPH/WIC Division-approved administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. The Contractor shall request and receive approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant prior to purchasing, using, or developing other materials for the WIC Program.

7) Staff Training Requirements

a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor's staff has the knowledge and skills necessary to perform their duties.

b) The Contractor shall provide all mandatory trainings in accordance with WPPM 190-00.

c) The Contractor is responsible for assessing staff competency and ensuring training appropriate to the position and duties is received on an ongoing basis.

d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

8) Travel

The Contractor's staff shall be allowed to travel to attend trainings and conferences, attend committee meetings, provide services at WIC Sites, and provide community outreach activities. The Contractor shall request prior approval from the CDPH/WIC Division Contract Manager for all Out of State Travel, training, and/or conferences not previously approved by the CDPH/WIC Division.

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9) Data Collection

a) The Contractor shall exclusively use the data collection system(s) and platform(s), including WIC WISE, provided or approved by the CDPH/WIC Division. No CDPH PCI shall be stored in any other data collection systems or platforms.

b) The Contractor's data collection processes and use of the data collection system(s) and platform(s) provided or approved by CDPH/WIC Division shall comply with applicable federal and state law, mandatory federal guidance and directives, and Exhibit G to this Agreement.

c) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, the NSP, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).

10) Nutrition Services Plan

The Contractor shall complete, submit, and implement an annual NSP Work Plan and accompanying documents that are consistent with CDPH/WIC Division established NSP goals and objectives. The NSP will be reviewed and approved by the assigned CDPH/WIC Division Nutrition Consultant. An NSP End of Year Report shall be submitted to document successful completion of the NSP.

11) WIC Site Changes

a) The Contractor shall remain open and continue providing WIC services at all of the approved WIC Sites, unless prior written approval to relocate or close a WIC Site has been provided by the CDPH/WIC Division.

b) The Contractor may not provide WIC services at any location other than CDPH/WIC Division approved sites. The Contractor may not create temporary sites, and/or outreach, certification/recertification, or education sites without prior written approval from the CDPH/WIC Division.

c) The CDPH/WIC Division and the Contractor may modify the authorized WIC Sites, as listed in Exhibit B, Attachment II of this Agreement, as part of the formal amendment cycle. The Contractor must receive written approval from the CDPH/WIC Division prior to entering into any contractual agreement for new or relocated WIC Sites, and before closing WIC Sites. For new or relocated WIC Sites, the Contractor shall submit a WIC Site Request packet to the CDPH/WIC Division Contract Manager and Nutrition Consultant for review and approval at least 45 days prior to the proposed date the WIC Site would open for business.

d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a WIC Site that is not approved by the CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.

e) Based on unmet needs data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC Sites need to be opened to serve an unmet need in a specific service area. The CDPH/WIC Division will first work with the existing Contractors already providing services in the identified service area to ensure uninterrupted participant access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential Contractors to open additional WIC Sites based on CDPH/WIC Division

service site location needs. If the CDPH/WIC Division determines that a WIC Site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the WIC Site, address participant access needs, and amend the contract accordingly.

f) If the opening or closing of WIC Sites initiated by the CDPH/WIC Division will result in a caseload increase or decrease, appropriate funding changes may be made through a formal contract amendment.

12) Time Reporting Requirement

The Contractor shall make available all WIC time studies upon request of the CDPH/WIC Division.

a) The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week per month, or one (1) month per quarter. All staff providing WIC services, who are paid with WIC funds, are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories:

1. General Administration
2. Client Services
3. Nutrition Education
4. Breastfeeding

b) The time studies shall be reported in accordance with Section 13 below as part of the RAE process.

c) Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports, or modified continuous time reports, for all staff performing FMNP related duties as outlined in Exhibit A, Attachment I, Task 8.

d) Continuous Time Reporting - Breastfeeding Peer Counseling Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded positions performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 9.

13) Report of Actual Expenditures Requirement

a) The Contractor shall submit a completed copy of the Report of Actual Expenditures (RAE) packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division.

b) The RAE Worksheet shall be signed by the Contractor's preparer of the RAE packet, and the Agency Director or authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the RAE packet.

c) The RAE packet shall not be submitted until the final invoice for the FFY has been approved and all obligations have been liquidated. The Contractor shall refer to the Exhibit

B, Budget Detail and Payment Provisions, Provision 9.H.1 and 9.H.2 for more details.

d) The RAE Worksheet shall be clearly marked "All Obligations Liquidated", indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding for the corresponding FFY.

e) The Contractor shall submit the following with the RAE packet:

1. The Expenditure Worksheet
2. The NSA Operating Expenses Worksheet
3. The Agency Time Sheet Summary
4. The RAE Worksheet (signed)

f) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days after the termination date.

14) Nutrition Education Minimum Expenditure

a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth ($^1/_6$) - approximately eighteen percent (18%) - of the Contractor's NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.

b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth ($^1/_6$) - approximately eighteen percent (18%) - minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2.

15) Breastfeeding Promotion and Support Minimum Expenditure

a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA's minimum expenditure requirements published each year. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.

b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.

16) Subcontract Requirements

a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding $5,000 in accordance with requirements specified in Exhibit D, Provision 3.

b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

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17) Procurement Requirements

a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any purchase exceeding $5,000 in accordance with requirements specified in Exhibit D, Provision 1.

b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

18) Inventory and Management of State Property Requirements

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventorying, and proper disposal of all equipment (including technology equipment and software) and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D, Provision 2, and WPPM 1000-10, Inventory and Management of State Property.

19) Motor Vehicles and Vehicle Maintenance

a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed under “Travel” here within the Exhibit A, SOW, and also for transportation of supplies needed for WIC Program operations.

b) The Contractor shall follow the requirements detailed in Exhibit D, Provision 2.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows:

1. Legal Owner is the California Department of Public Health
2. Registered Owner is the Contractor’s Legal Name

c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Provision 2.

d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.

e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance exceeding $5,000. The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

20) Information Technology and System Support Services

a) The Contractor shall identify and maintain a current Information Technology Point of Contact (IT POC) that shall communicate with the CDPH/WIC Division and CDPH/ITSD on technology- related implementation and support initiatives. The IT POC will serve as the primary liaison for all IT-related matters, including but not limited to system upgrades, security compliance, incident management, troubleshooting, and implementation of new technologies. The Contractor shall provide the phone number(s) and email(s) for which the IT POC can be reached. The Contractor shall notify the CDPH/WIC Division Contract Manager and Nutrition Consultant whenever there is a change in the IT POC within 7 business days.

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b) Where delegated system administration functions and responsibilities apply, the Contractor shall designate a WIC Local Agency User Account Maintenance role to a minimum of two (2) staff who shall monitor, review, create, and maintain correct access rights to WIC WISE for their WIC local agency staff on a monthly basis. The scope shall include terminating or updating system access rights for staff according to their roles and responsibilities or employment status. If the Contractor does not have staff already designated to this role, the Contractor must promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant. Refer to WPPM 140- 20 for more information.

c) The Contractor shall ensure that all users have read and signed the CDPH/WIC Employee Security Affidavit agreement form as required per WPPM 140-20.

d) The Contractor IT POC shall actively participate in WIC technology user workgroups required by the CDPH/WIC Division or CDPH/ITSD.

e) The Contractor shall obtain local information technology support services and infrastructure to maintain an appropriate network.

f) The Contractor is responsible for the implementation and ongoing support of its Wide Area Network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, virtual and physical hardware and software compliance standards, protection of electronic data, security and storage compliance best practices, and maintenance and operations on the local side of the network.

g) The Contractor shall have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).

    1. The contractor shall ensure that only authorized personnel have access to the POP. Access control measures shall include periodic access reviews.

h) The Contractor shall obtain local information technology personnel support services and infrastructure to fulfill the following responsibilities:

    1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment.
    2. Allow workstations and other WIC devices to communicate through an Access Control List (ACL) via TCP/IP through the California Department of Technology (CDT), California Government Enterprise Network (CGEN) router to access WIC resources on the WAN.
    3. Allow EBT related peripheral devices such as magnetic card readers, signature pads, pin pads, scanners, and other WIC devices to be able to receive TCP/IP communication through the CGEN router and the WAN.

i) The Contractor shall support implementation and maintenance of WIC technology activities:

    1. Implement infrastructure and devices needed to perform WIC Program business in accordance with the CDPH/WIC Division or CDPH/ITSD minimum hardware standards.
    2. Maintain workstations, EBT related peripheral devices, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.
    3. Ensure that the acquired technology hardware and software meets CDPH/WIC Division

or CDPH/ITSD minimum specification requirements and standards for computers, peripheral devices, browsers, software tools, Artificial Intelligence, etc.

j) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:

1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed.
2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or within the State network.

k) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:

1. Install, maintain, and configure the operation systems, device drivers, and applications software used by staff for performing WIC Program operations.
2. The Contractor shall ensure that all software and hardware in use are within the manufacturer's support lifecycle and receive regular updates and security patches.
3. If software or hardware is not performing as expected, contact the WIC WISE Service Desk for resolution.
4. If any software or hardware reaches its end-of-support (EOS) or end-of-life (EOL) status, the Contractor shall upgrade or release it with a supported version within 120 days of the EOS/EOL announcement, unless otherwise specified by the CDPH/WIC Division or CDPH/ITSD.

l) The Contractor shall ensure proper security of local network systems and WIC data:

1. Ensure that all devices in the WIC local agency's network are protected from unauthorized access, hackers, malware, viruses, and other security threats. This protection should be achieved through the use of antivirus protection software, appropriate hardware, restrictions of TCP/IP communications, along with any other necessary tools that may be needed to protect WIC Program devices on the network.
2. When data traverses' wireless networks and/or the Internet, communications shall be protected with a minimum of 256-bit encryption through an encryption network.

   The Contractor is responsible for identifying, investigating and responding to any known or potential software, system or network security vulnerabilities that may affect the WIC systems accessed via the agency's network. Upon request from CDPH, the Contractor must report to the CDPH/WIC Division, CDPH/ITSD, and WIC WISE Service Desk any identified security risks vulnerabilities, including the steps taken for mitigation and remediation. This report should include the names and version of any vulnerable software or systems both before and after the resolution of the security issues.

m) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.

n) The Contractor shall comply with the WIC WISE requirements as detailed in the WPPM.

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21) Implementation of Technology Projects

The CDPH/WIC Division will periodically require the Contractor to implement technology projects or systems such as electronic inventory, auto dialer, video conferencing, updating WIC WISE, and ongoing maintenance of technology projects, systems, or platforms provided or approved by the CDPH/WIC Division. The Contractor shall actively support the implementation of information technology projects required by the CDPH/WIC Division by following the instructions and adhering to the timelines provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided. As part of the implementation of technology projects, the Contractor shall comply with requirements from the CDPH/WIC Division or CDPH/ITSD, including but not limited to security standards, preparation of new technology landscape, AI compliance, and technical training as needed.

22) Emergency and Disaster Planning

a) If the Contractor experiences an emergency, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate CDPH/WIC Division and local agency(ies) staff, local assistance centers, and community response teams to certify applicants and to ensure WIC services are delivered to eligible participants.

b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

23) Translation Review Services – Education Materials (only applies if the Contractor receives funds for this project)

The Contractor shall designate one (1) or more staff to review translation of CDPH/WIC Division developed education materials for accuracy and literacy level. Requests to the Contractor will include timeframes with specific delivery dates expected for completion of the translation review services.

24) Breastfeeding Peer Counselor Database (PCDB) (only applies if the Contractor receives funds for this project)

The following only applies to Public Health Foundation Enterprises, Inc. dba Heluna Health (PHFE), which is the WIC local agency that hosts the web-based Breastfeeding Peer Counselor Database (PCDB). PHFE is responsible for maintaining the PCDB for California WIC local agencies authorized to use the system. Maintenance of the system does not include additional program development or functionality.

a) Responsibilities of PHFE includes, but are not limited to:

1. Ensuring users complete and submit a PHFE-WIC Peer Counselor Database Employee Security Affidavit form before a PCDB user account is established.
2. Ensuring local agencies can access their own agency reports and documentation.
3. Maintaining a secure, interactive automated educational text messaging function.
4. Providing “User Training” to agencies that use the PCDB and text messaging function, and answering daily questions sent to the PCDB support inbox.
5. Assisting the CDPH/WIC Division with PCDB data extraction and conversion activities

related to the transfer of historical PCDB data to WIC WISE.

b) For “CDPH PCI” in the PCDB, as defined in Exhibit G to this Agreement (Information Privacy and Security Requirements for CDPH/WIC Contracts), PHFE is bound to the requirements, terms, and conditions specified in Exhibit G.

c) PHFE may export its own agency data out of the PCDB for additional analytical purposes, such as program evaluation. If PHFE wishes to use PHFE agency data from the PCDB for research, PHFE must follow the research request process set out in Exhibit E, Provision 5. At no time will PHFE use data from any other WIC local agency for research, analytical, or any other purposes.

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Task 1: Nutrition Assessment and Certification:

Objective: The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide Woman, Infants and Children (WIC) Program benefits.

Activities to Support the Objective
Activity 1: Assess that applicants meet eligibility criteria: 1. Categorical. 2. Residential. 3. Financial; and 4. Nutritional risk. If applicants meet these four criteria, certify eligible applicants and document ineligibles. Activity 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information for each applicant. Activity 3: Conduct required screenings, provide and document social service and health referrals, as appropriate. Activity 4: Accurately prescribe food benefits based on category, preferences and individual nutritional need. Activity 5: Document a Care Plan in WIC WISE. Activity 6: Maintain and adhere to procedures for fraud prevention including Separation of Duties (SOD).
Deliverables
A. Eligible applicants/participants are certified and provided appropriate WIC benefits. B. Nutrition assessments, including required screenings, are completed on all eligible WIC applicants/participants. C. Food benefits are prescribed accurately to all WIC applicants/participants. D. Appropriate referrals are provided to all WIC applicants/participants. E. All information on certified participants is accurately documented in WIC WISE. Each participant shall have an appropriately documented Care Plan, which includes a goal at each certification and recertification. F. Ineligible applicants are provided appropriate forms to notify them of ineligibility and referrals if needed. G. Appropriate SOD procedures are implemented during certifications and recertifications.

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Task 2: Nutrition Education:

Objective: The Contractor shall, on an ongoing basis, provide Participant-Centered nutrition education to all WIC participants.

Activities to Support the Objective
Activity 1: Provide and document appropriate, evidenced-based, Participant-Centered Education (PCE) that is based on nutritional risks identified as part of the nutrition assessment and/or participant concerns. Nutrition education contacts should be evidence-based, interactive, and Participant-Centered. Nutrition education messages should promote positive behavior changes and not be risk-based (e.g. risks of formula). Activity 2: Offer and document the minimum number of required nutrition education contacts per the participant's category and certification period. Activity 3: Provide high-risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high-risk criteria based on the participant's nutrition assessment. Activity 4: Utilize the CDPH/WIC Division materials, both printed and electronic, to ensure that consistent, evidence-based nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, Scope of Work (SOW), Provision 8.6.
Deliverables
A. Participants are provided initial and secondary nutrition education at the frequency required based on their Care Plan, their participant category, their interests/concerns, and any subsequent nutrition assessments. B. Document all participant nutrition education contacts in WIC WISE. C. Submit local agency developed Nutrition Education Contacts (NECs) for approval with the annual Nutrition Services Plan. D. Refer to Exhibit A, SOW, Provision 8.14.

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Task 3: Food Benefits and Issuance:

Objective: The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using WIC WISE.

Activities to Support the Objective
Activity 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors. Activity 2: Maintain and adhere to procedures for ensuring food benefits security, including safe and secure transportation, receiving, handling, and storage of all card stock, peripheral devices, laptops and portable printers.
Deliverables
A. Food benefits are accurately issued. B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities. C. The handling procedures for card stock, food benefits, peripheral devices, laptops and portable printers meet program security standards.

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Task 4: Breastfeeding Promotion and Support:

Objective: The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

Activities to Support the Objective
Activity 1: The Contractor shall promote breastfeeding to all pregnant and postpartum participants unless medically contraindicated. Activity 2: Offer and document evidenced-based, participant-centered breastfeeding education and support that enables participants to make an informed decision regarding infant feeding and supports them to meet their breastfeeding goals. Breastfeeding education and support messages should avoid risk-based language and use plain language principles. Activity 3: Refer participants to a qualified staff member when breastfeeding issues are beyond the scope of the staff member providing support. If applicable, refer participants to the Breastfeeding Peer Counseling (BFPC) Program, breastfeeding support group and/or breastfeeding services in the community. Activity 4: Make breast pumps and kits available to postpartum participants. Advise participants to contact their healthcare or health insurance provider to obtain a breast pump available as part of the healthcare benefits.
Deliverables
A. Participants are provided accurate breastfeeding information. B. Document all participants' breastfeeding education provided in WIC WISE. C. Appropriately refer participants for additional breastfeeding support and assessment to address participants' concerns and to help meet the participants' breastfeeding goals. D. Participants are provided accurate breast pump use information and education. E. Document electric breast pump issuance and the reasons for issuance in WIC WISE. F. Maintain an accurate inventory of breast pumps. G. Maintain all breast pumps in a clean and working condition.

Exhibit A, Attachment I
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Task 5: Outreach:

Objective: The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

Activities to Support the Objective
Activity 1: Provide WIC Program information to and coordinate with health and social services organizations to encourage referrals to the WIC Program. Activity 2: Designate an Outreach Coordinator and annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and WIC local agency contact information.
Deliverables
A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations. B. Conduct ongoing outreach activities and the approved Annual Public Outreach Announcement (APOA), as described in Exhibit A, SOW, Provision 8.4.h. Keep documentation of how and where the APOA was conducted.

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Task 6: WIC Vendor Technical Assistance and Support:

Objective: The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide Technical Assistance (TA) to WIC authorized vendors.

Activities to Support the Objective
Activity 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training(s) to WIC local agency staff on the two Code of Conduct trainings: Conflict-of-Interest and Confidentiality. Activity 2: Conduct and document site visits three times per Federal Fiscal Year (FFY), serving as a resource to existing WIC authorized vendors both during the site visit and upon request in between visits. The site visits may include, but are not limited to, TA visits. Activity 3: Attend CDPH/WIC Division conducted LVL training(s) as directed. Activity 4: Attend a CDPH/WIC Division conducted vendor training at least once within the period of the contract.
Deliverables
A. Assist the Contractor's Training Coordinator to ensure that both the Conflict-of-Interest and Confidentiality trainings are delivered to the Contractor's WIC local agency staff at least once per calendar year. B. Assist the Contractor's WIC Director or designee to ensure the Contractor's WIC local agency staff review and sign the Conflict-of-Interest statement. C. Meet a minimum 90 percent performance standard of vendor on-site visits completed for each assigned vendor three times during the FFY, which begins October 1. D. Document results of every WIC authorized vendor on-site visit using the CDPH/WIC Division LVL reporting process. E. Provide WIC Program information and referrals to vendors upon request. F. Conduct On-site Preauthorization Visits (OPV) on an as-needed basis. G. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.

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Task 7: Staff Training:

Objective: The Contractor shall provide training(s) to develop skills and abilities for WIC employees to provide WIC Program services.

Activities to Support the Objective
Activity 1: Staff Training Coordinator will develop a Staff Training Plan annually to ensure that all mandatory trainings are completed, including trainings that cover a comprehensive orientation to the WIC Program, Nutrition Services Plan (NSP) goals and objectives, mandatory trainings outlined in the WPPM, and WIC Information Notice (WIN) training requirements. Activity 2: Staff Training Coordinator will ensure that trainings are completed within designated timeframes. WPPM 190-00. Activity 3: Staff Training Coordinator will ensure that completed staff trainings are documented.
Deliverables
A. Staff Training Plan will include a proposed training schedule, method, and trainer(s). The Training Plan must describe how make-up training(s) will take place for staff that missed scheduled training(s). Staff Training Plan training(s) must be based on a topic(s) identified by a needs assessment. B. Training documentation will include, at a minimum, date(s) of training, location(s), subject matter and training completion records. Annual mandatory trainings listed in WPPM 1000-30 must be documented in the CDPH/WIC Learning Management System (LMS). WPPM 190-00. C. Training-related sections of the annual NSP, as applicable.

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Task 8: Farmers' Market Nutrition Program (only applies if the Contractor receives funds for this project):

Objective: The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using WIC WISE; provide nutrition education on the benefits of fruits and vegetables available at farmers' markets to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance as needed.

Activities to Support the Objective

Activity 1: Issue WIC FMNP food benefits via WIC WISE FMNP Issuance Screen to eligible participants based on established distribution protocol.

Activity 2: Provide nutrition education that discusses the benefits of fruits and vegetables available at farmers' markets to FMNP food benefit recipients and document in WIC WISE.

Activity 3: Provide instructions and information to FMNP recipients on the proper use of the FMNP benefits and locations where they may be used.

Activity 4: Designate an FMNP Local Agency Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.

Activity 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

Activity 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of CA Farmers' Market Cards and FMNP benefits assigned to the WIC local agency by the CDPH/WIC Division.

Deliverables

A. Prior to season start up, the Contractor shall submit an FMNP Season Start-Up Package that includes the following components:

   1. Name and contact information of the WIC local agency's FMNP Local Agency Coordinator.
   2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients.
   3. Instructional guidance for FMNP recipients on how to use the FMNP benefits.
   4. Plan for providing an in-service training to WIC local agency staff on FMNP procedures.
   5. A printed list or explanation of the method(s) used to inform FMNP recipients where to use FMNP benefits; and
   6. Activities planned, if any, with local farmers' markets and market associations to promote program benefits and participation.

B. The Contractor shall document nutrition education contacts in WIC WISE for all FMNP benefit recipients.

C. The Contractor shall document FMNP benefit usage education in WIC WISE for all FMNP benefit recipients.

D. The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.

E. The Contractor shall submit by December 31 each year, a completed FMNP Year End Report, reconciling the disposition (issued, lost, damaged, etc.) of all FMNP benefits assigned to the WIC local agency for distribution from May to September of the same calendar year.

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Statement of Work
Services to be Performed

Task 9: Breastfeeding Peer Counseling Program (only applies if the Contractor receives funds for this project):

Objective: The Contractor shall perform all the work required to administer and provide mother-to-mother breastfeeding support services to WIC mothers following United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) WIC Breastfeeding Model Components for Peer Counseling.

Activities to Support the Objective
Activity 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program. Activity 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support. Activity 3: Provide regular supervision and monitoring of peer counselors.
Deliverables
A. A written process for referring participants who would most benefit from mother-to-mother breastfeeding support to the WIC BFPC Program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process. B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high-risk issues outside of their scope of practice to the International Board-Certified Lactation Consultant (IBCLC). C. All peer counselor and IBCLC contacts, and all referrals to the IBCLC are documented in the Peer Counseling Database (PCDB) and/or WIC WISE. D. The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual-funded staff performing BFPC related duties. E. The Contractor shall complete and submit an annual BFPC Program Profile to CDPH/WIC. This document evaluates the Contractor's implementation of the FNS WIC Breastfeeding Model Components for BFPC Programs.

Exhibit A, Attachment I
Statement of Work
Services to be Performed

Task 10: Regional Breastfeeding Liaison Program (only applies if the Contractor receives funds for this project):

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotions defined by the agency's RBL Action Plan. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community and ensure breastfeeding messaging in the community is consistent with WIC breastfeeding education provided to WIC participants.

Activities to Support the Objective
Activity 1: The RBL will serve as a WIC breastfeeding liaison, and breastfeeding subject matter expert, to improve awareness of WIC breastfeeding services, increase referrals to WIC and its breastfeeding services, and increase breastfeeding initiation and duration rates within their community or region. RBLs establish and foster relationships with community stakeholders who reach WIC eligible participants and enhance continuity of care (e.g., community-based organizations, public health departments, health clinics, health care providers, hospitals, businesses, Maternal, Child and Adolescent Health (MCAH) Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, etc.).
Deliverables
A. The Contractor shall develop and submit an annual RBL Action Plan using the CDPH/WIC Division's RBL Action Plan template. B. The Contractor shall submit an annual RBL End of Year Report using the CDPH/WIC Division's RBL End of Year Report template. C. The Contractor shall adhere to all expenditure monitoring procedures and reporting as required by the CDPH/WIC RBL Program staff. D. The RBL shall provide activity updates to the WIC Director(s) in the RBL's region each quarter or as required by the CDPH/WIC Division. E. The RBL shall participate in meetings, webinars, and conference calls required by the CDPH/WIC Division. As funding allows, attend approved conferences, including the California Breastfeeding Summit and California WIC Association (CWA) conferences.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. In no event shall the Contractor request reimbursement from the CDPH/WIC Division for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.

B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH/WIC Division agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item Shift amounts specified in Attachment I, of this Exhibit.

C. Invoices shall include the Agreement Number and shall be submitted electronically bi-weekly, monthly, or quarterly, not more frequently than bi-weekly in arrears to the assigned CDPH/WIC Division Contract Manager listed in Exhibit A, Scope of Work, Provision 4.

D. The CDPH/WIC Division, at its discretion, may designate an alternate invoice submission process. A change in the invoice process shall be accomplished via a written notice to the Contractor by the CDPH/WIC Division and shall not require an amendment to this agreement.

E. Invoices shall:

1) Be prepared on the Invoice Workbook provided by the CDPH/WIC Division and accompany any/all required fiscal documentation.

2) Invoices must be submitted to the CDPH/WIC Division electronically only. Hard copies are not required.

3) Identify the billing and/or performance period covered by the invoice.

4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the CDPH/WIC Division.

F. Amounts Payable

The amounts payable under this Agreement shall not exceed:

$ 3,069,822.00 for the budget period of 10/01/2025 through 09/30/2028.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CDPH/WIC Division shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDPH/WIC Division shall have the option to either cancel this Agreement with no liability occurring to the CDPH/WIC Division or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. Final undisputed invoice(s) shall be submitted for payment no more than 30 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed upon in writing by the CDPH/WIC Division. Said invoice(s) should be clearly marked "Final Invoice", indicating that all payment obligations of the CDPH/WIC Division under this Agreement have ceased and that no further payments are due or outstanding. The CDPH/WIC Division may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval from the CDPH/WIC Division of an alternate final invoice submission deadline. The Contractor shall submit payment to the CDPH/WIC Division to cover any fees charged by the State Controller's Office to expedite processing of payment due to the Contractor submitting a delinquent invoice to the CDPH/WIC Division.

B. The Contractor is hereby advised of its obligation to submit to the CDPH/WIC Division, with the final invoice, a completed copy of the **"Contractor's Release (Exhibit H)"** at the end of the Contract Term.

5. Allowable Line-Item Shifts

A. Subject to the prior review and approval of the CDPH/WIC Division, line-item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred forty-two thousand two hundred dollars ($142,200) annually are allowed, so long as the annual agreement total neither increases nor decreases.

B. The $142,200 maximum limit shall be assessed annually and automatically adjusted by the CDPH/WIC Division in accordance with the cost-of-living index. Said adjustments shall not require a formal amendment. The CDPH/WIC Division shall annually inform the Contractor in writing of the adjusted maximum total based on the California cost-of-living index rate as identified in the following link: https://worldpopulationreview.com/state-rankings/cost-of-living-index-by-state. Adjusted maximum amount will be reflected on any formal amendment thereafter.

C. The Contractor shall adhere to CDPH/WIC Division requirements regarding the process requesting approval of line-item shifts.

D. Line-item shifts may be proposed/requested by either the CDPH/WIC Division or the Contractor.

6. Expense Allowability / Fiscal Documentation

A. Invoices, received from the Contractor and accepted for payment by the CDPH/WIC Division, shall not be deemed evidence of allowable agreement costs.

B. The Contractor shall maintain for review and audit, and supply to the CDPH/WIC Division upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

C. If the allowability of an expense cannot be determined by the CDPH/WIC Division because the invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed,

Exhibit B
Budget Detail and Payment Provisions

and payment may be withheld by the CDPH/WIC Division. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

7. Recovery of Overpayments

A. The Contractor agrees that claims based upon the terms of this Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the CDPH/WIC Division by one of the following options:

1) The Contractor's remittance to the CDPH/WIC Division of the full amount of the audit exception within 30 days following the CDPH/WIC Division's request for repayment.

2) A repayment schedule agreeable between the CDPH/WIC Division and the Contractor.

B. The CDPH/WIC Division reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the CDPH/WIC Division, in writing, of the claim procedure to be utilized.

C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of the CDPH/WIC Division's demand for repayment.

D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, the Contractor shall repay, to the CDPH/WIC Division, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of the CDPH/WIC Division's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR). If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH/WIC Division. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. See CalHR website: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.

9. Additional Invoicing Requirements

A. The Contractor shall request reimbursement using an Invoice Workbook provided by the CDPH/WIC Division for allowable WIC Program costs incurred. Invoices submitted in any other form will not be accepted.

B. The Contractor shall document its Nutrition Services Administration (NSA) operating expenses for each billing period on the NSA Operating Expenses Workbook provided by the CDPH/WIC Division.

Exhibit B
Budget Detail and Payment Provisions

C. Invoices shall be signed by the Contractor's preparer of the invoice, and the Agency Director or its authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead, shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the invoice.

D. The Contractor shall submit one (1) electronic invoice on a bi-weekly, monthly or quarterly basis. Once the frequency of submission is established, the frequency may not change unless an alternate period has been requested, and written approval is provided by the CDPH/WIC Division.

E. Invoices shall be submitted for payment no more than 45 calendar days following the close of each billing period.

F. The Contractor shall submit the following with each invoice packet:

1) The signed completed invoice

2) The corresponding NSA Operating Expenses Worksheet

3) The NSA Operating Expenses Master Summary Worksheet

G. The CDPH/WIC Division reserves the right to deny, disallow, or claim-cut any charges for non-compliance on any outstanding invoice. If payment of an invoice is denied, the invoice packet will be returned to the Contractor, along with a Dispute Notification. The Contractor shall return the corrected invoice packet to the CDPH/WIC Division within five (5) business days. Upon receipt of a corrected invoice packet, the CDPH/WIC Division has 45 days from the date of receipt to review and process for payment.

H. Year-End Requirements:

1) If applicable, the Contractor shall submit a complete and accurate list of Unliquidated Obligations (ULOs) following the end of each FFY of this Agreement by November 15th, using the ULO Worksheet provided by the CDPH/WIC Division. All obligations must be liquidated and request for reimbursement included on the final Year-End Supplemental Invoice.

2) If applicable, the Contractor shall submit a final Year-End Supplemental Invoice no later than December 1st, following the end of each FFY of this Agreement. The CDPH/WIC Division may, at its discretion, choose not to honor requests for an extension to the deadline for the final Year- End Supplemental Invoice.

3) Farmers' Market Nutrition Program (FMNP) Expenses: Contractors receiving FMNP funds are required to bill for FMNP expenses by the end of each FFY of this Agreement. Refer to the FMNP Allowable Costs: https://www.fns.usda.gov/fmnp/wic-and-wic-fmnp-cost-allocation.

4) The Contractor shall submit a completed copy of the RAE packet no later than December 15th, following the end of each FFY of the Agreement, using the RAE Workbook provided by the CDPH/WIC Division. The Contractor shall refer to the Exhibit A, Scope of Work, Provision 8.13 for more details on the RAE requirements.

Exhibit B, Attachment I
Budget Detail
October 1, 2025 - September 30, 2028

PERSONNEL WIC Position Title	Exhibit A, SOW 8.	Exhibit A, Attach I	Minimum Base Annual Salary	Maximum Base Annual Salary	Year 1 10/1/2025 - 9/30/2026 FTE	Year 1 Budgeted Amount	Year 2 10/1/2026 - 9/30/2027 FTE	Year 2 Budgeted Amount	Year 3 10/1/2027 - 9/30/2028 FTE	Year 3 Budgeted Amount	Total
Public Health Manager	1-22	5	157,914	189,530	0.40	57,468	0.40	57,923	0.40	57,923	**173,314**
WIC Coordinator/Nutrition Supervisor	1-22	1-8	98,862	118,123	1.00	89,413	1.00	90,221	1.00	90,221	**269,855**
Staff Services Analyst II	2, 3, 5-13, 15, 17, 21, 22	4, 7, 8	97,282	115,898	0.10	12,595	0.10	12,923	0.10	12,923	**38,441**
Health Education Specialist	1-3, 6-9, 12, 14, 15, 21, 22	1-8	85,779	102,149	2.00	158,331	2.00	159,762	2.00	159,762	**477,855**
WIC Nutrition Assistant I/II	1, 2, 6, 8, 9, 12, 14, 15, 21, 22	1-5, 8	61,963	78,125	3.00	178,184	3.00	179,795	3.00	179,795	**537,774**
Senior Office Assistant	1, 2, 6, 8, 9, 12, 15, 17, 18, 19, 21, 22	3-5, 8	62,525	73,923	1.60	95,708	1.60	96,573	1.60	96,573	**288,854**
Office Assistant II	1, 2, 6, 8, 12, 15, 17, 19, 21, 22	3-5, 8	57,720	67,912	1.00	52,734	1.00	53,210	1.00	53,210	**159,154**
					0.00	-	0.00	-	0.00	-	-
					0.00	-	0.00	-	0.00	-	-
					0.00	-	0.00	-	0.00	-	-
Overtime ③						-		-		-	-
Salaries and Wages						**644,433**		**650,407**		**650,407**	**1,945,247**
Total FTE					**9.10**		**9.10**		**9.10**		
Fringe Benefits ④					**Percent**	**Budgeted Amount**	**Percent**	**Budgeted Amount**	**Percent**	**Budgeted Amount**	**Total**
					56.77999%	365,909	55.33996%	359,935	55.33996%	359,935	**1,085,779**
TOTAL PERSONNEL						**1,010,342**		**1,010,342**		**1,010,342**	**3,031,026**
OPERATING	**Exhibit A, SOW 8.**	**Exhibit A, Attach I**				**Budgeted Amount**		**Budgeted Amount**		**Budgeted Amount**	**Total**
General Expenses ⑤	5-7,17-21,23,25	1-10				-		-		-	-
Travel ⑥	8	1-10				-		-		-	-
Training	4,5,7,17,21,23	1-10				-		-		-	-
Outreach/Media/Promotion	17	1-10				-		-		-	-
Facility Costs (See Exhibit B, Attach II for breakdown) ⑦	11,23	1-10				-		-		-	-
TOTAL OPERATING						-		-		-	-
CAPITAL EXPENDITURES ⑧ (Unit Cost of $5,000 or More)	**Exhibit A, SOW 8.**	**Exhibit A, Attach I**				**Budgeted Amount**		**Budgeted Amount**		**Budgeted Amount**	**Total**
Equipment ⑨	6,17,18,20,21	1-10				-		-		-	-
Vehicles ⑩	8,17,18,19	1-10				-		-		-	-
TOTAL CAPITIAL EXPENDITURES						-		-		-	-
OTHER COSTS ⑪	**Exhibit A, SOW 8.**	**Exhibit A, Attach I**				**Budgeted Amount**		**Budgeted Amount**		**Budgeted Amount**	**Total**
						-		-		-	-
TOTAL OTHER COSTS						-		-		-	-
INDIRECT					**Percent**	**Budgeted Amount**	**Percent**	**Budgeted Amount**	**Percent**	**Budgeted Amount**	**Total**
Total Personnel Costs					1.28%	12,932	1.28%	12,932	1.28%	12,932	**38,796**
TOTAL INDIRECT						**12,932**		**12,932**		**12,932**	**38,796**
TOTAL BUDGET						**$ 1,023,274**		**$ 1,023,274**		**$ 1,023,274**	**$ 3,069,822**

Contract Year:	**Year 1**	**Year 2**	**Year 3**
Contract Amount:	**$ 1,023,274**	**$ 1,023,274**	**$ 1,023,274**
Funding Changes:	**$ -**	**$ -**	**$ -**
Checks/Balances:	**$ -**	**$ -**	**$ -**

*All costs will be reviewed by CDPH for approval

① Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

② Additional Pay (i.e., Longevity, Retention, Differential pay and COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

③ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.

④ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.

⑤ General Expenses - Includes: Minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.

⑥ Travel - All costs reimbursed shall be in accordance with CalHR rates.

⑦ Facility Costs - Includes Rent, Utilities, Janitorial, Security, and Maintenance.

⑧ Capital Expenditures - Unit cost must be $5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

⑨ Equipment - Includes items such as: Telephone systems, information technology equipment, photocopy machines, etc.

⑩ Vehicles - Will be used for Facility Site Visits, Conferences, Trainings, and Outreach.

⑪ Other Costs - List the subcontractor's name and brief description of services provided.

Exhibit B, Attachment II
Facility Costs
October 1, 2025 - September 30, 2028

Total Facility Costs:				Year 1 Total		Year 2 Total		Year 3 Total
$ -				$ -		$ -		$ -
Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic or Satellite Site, Admin, Training Center, Warehouse, Storage)	Total Square Footage	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year
2751 Napa Valley Corporate Dr., Bldg B, Napa, CA 94558	All	2920	-	-	-	-	-	-
1428 Spring St., St. Helena, CA, 94574	Satellite Site	500	-	-	-	-	-	-
1500 Cedar St., Calistoga, CA, 94515	Satellite Site	960	-	-	-	-	-	-
4381 Broadway, Ste 101, American Canyon, CA, 94503	Satellite Site	1331	-	-	-	-	-	-

Exhibit D
Special Terms and Conditions
(Rev 05/2025)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	15. Executive Order N-6-22 Economic Sanctions
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. **Equipment definitions**

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base **unit cost of $5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base **unit cost of less than $5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system

that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.

g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, ***the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner***. The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

(3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.

(b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding $5,000 for any artices, supplies, equipment, or services. The Contractor shall obtain at least three competive quatations which should be submitted or adequate justification provided for the absence of bidding.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding $5,000 are subject to the prior review and written approval of CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

(1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPH shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by Contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property other than Clinical Tests or Labe Assays made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2014, etc.]*, Department of Public Health. This material may not be reproduced or

disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

e. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or

settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

g. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

10. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision.

The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.

e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of

the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

15. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

The following documents and any subsequent updates are not attached to this Agreement but are hereby incorporated and made a part of this Agreement by reference. These documents may be updated periodically by their respective authors, including the Federal Government, the California Legislature, or the California Department of Public Health Women, Infants and Children (CDPH/WIC) Division. The CDPH/WIC Division shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. The CDPH/WIC Division will maintain on file all documents referenced herein and any subsequent updates.

A. The following applicable Federal statutes and regulations:

1) WIC Program statutes contained in the United States Code (U.S.C.), Title 42, Chapter 13A, Section 1786 [https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf], and the regulations contained in the Title 7, Code of Federal Regulations (CFR), Part 246 as authorized in Section 17 of the Child Nutrition Act (CNA) of 1966 [https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246?toc=1].

2) Farmers' Market Nutrition Program (FMNP) statutes contained in the U.S.C., Title 42, Chapter 13A, Section 1786 (m) [https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf], and the regulations contained in the Title 7, CFR, Part 248 [https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter- A/part-248], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102- 314).

3) US Department of Agriculture (USDA), Food and Nutrition Services (FNS) memos and policy documents [https://www.fns.usda.gov/wic/policy].

4) Office of Management and Budget (OMB), Title 2, CFR, Subtitle A, Chapter II, Parts 200 and 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 400). Part 400 adopts and gives regulatory effect to the OMB guidance in part 200 for purposes of USDA grants and agreements [https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1 & https://www.ecfr.gov/current/title-2/subtitle-B/chapter-IV/part-400].

B. The following applicable State laws and regulations:

1) WIC Program State statutes contained in the California Health and Safety Code (HSC), Division 106, Part 2, Article 2, Sections 123275 – 123355 [https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=106.&title=&part=2.&chapter=1.&article=2], and WIC Program regulations contained in the California Code of Regulations (CCR), Title 22, Division 2, Subdivision 6, Chapter 6, Articles 1-12 [https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType= Default&contextData=(sc.Default)&bhcp=1].

2) FMNP State statutes contained in HSC, Division 106, Part 2, Article 2, Section 123279 [https://law.justia.com/codes/california/2020/code-hsc/division-106/part-2/chapter-1/article-2/section-123279/]; and the regulations contained in the Title 7, CFR, Part 248 [https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).

3) Lactation Accommodation law contained in the California Labor Code (LAB), Division 2, Part 3, Chapter 3.8, Sections 1030-1033 [http://leginfo.legislature.ca.gov/faces/codes.xhtml].

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C. The following:

1) All updates issued as of the effective date of this Agreement to the WIC Policy and Procedure Manual (WPPM), located on the CDPH/WIC Local Agency SharePoint Site under Policy [https://partners.cdph.ca.gov/sites/LASS/], and any subsequent updates that are required by Federal or State law and/or Federal directives.

2) Any written directive(s) and/or instruction(s) issued by the CDPH/WIC Division to the Contractor to implement mandatory requirements and guidelines set forth in Federal law, State law, and/or Federal directives.

3) The Graphic Standards Manual (GSM) for the WIC Program, located on the CDPH/WIC Local Agency SharePoint Site under Outreach [https://partners.cdph.ca.gov/sites/LASS/]. The GSM contains information about the rules and formatting for reproducing the WIC logo and tagline.

2. Insurance Requirements

A. General Provisions Applying to All Policies

1) Coverage Term - Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2) Policy Cancellation or Termination and Notice of Non-Renewal - The Contractor shall provide to the CDPH within five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3) Premiums, Assessments and Deductibles - The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4) Primary Clause - Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5) Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6) Endorsements - Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor’s obligations under the Agreement.

8) Use of Subcontractors - In the case of the Contractor’s utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of the Contractor.

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B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1) Commercial General Liability - The Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required) - The Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3) Worker's Compensation and Employer's Liability (when required) - The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4) Professional Liability (when required) - The Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5) Environmental/Pollution Liability (when required) - The Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6) Aircraft Liability (when required) - The Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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3. Avoidance of Conflicts of Interest by the Contractor

A. The Contractor shall avoid any real or apparent conflict of interest on the part of the Contractor or its employees, as well as the Contractor's subcontractors or the officers and directors of the Contractor or any subcontractors. The Contractor must establish a written conflict of interest policy as specified in WPPM 150-10.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.

2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

C. Contractor shall comply with its written conflict of interest policy and shall be responsible for detecting and avoiding any real or apparent conflicts of interest in accordance with Contractor's policy, this Agreement, and any applicable state, federal, and local laws. Failure to avoid and/or resolve any real or apparent conflicts of interest may be grounds for termination of the Agreement.

D. Any costs (including legal costs) incurred due to Contractor's failure to avoid any real or apparent conflict of interest shall be the responsibility of the Contractor.

4. Civil Rights Assurance

A. The Contractor hereby agrees that all applicants and participants shall be served equally, and shall not be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the WIC Program based on race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity.

B. The Contractor must take all measures necessary to comply with the following laws, regulations, and directives: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Titles II and III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 and implemented by Department of Justice regulations at 28 Code of Federal Regulations parts 35 and 36; Executive Order 13166; all provisions required by USDA's implementing regulations in 7 Code of Federal Regulations part 15 et seq; the California Fair Employment and Housing Act; 7 Code of Federal Regulations part 246.8; all FNS directives, policy memoranda, and guidelines regarding civil rights and nondiscrimination; and the WPPM 510-10.

C. The Contractor must notify applicants and participants that:

1) Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits.

2) Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

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3) Program information may be made available in languages other than English.

D. The Contractor must notify applicants and participants of how to file a complaint of discrimination. To file a discrimination complaint, the applicant or participant should complete the USDA Program Discrimination Complaint Form, AD-3027, found online at https://www.ascr.usda.gov/filing-program- discrimination-complaint-usda-customer and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, the applicant or participant should call (866) 632-9992. Completed forms or letters should be submitted to USDA by:

1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410

2) Fax: (202) 690-7442

3) Email: program.intake@usda.gov

E. By signing this Agreement, the Contractor accepts this Civil Rights Assurance and agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of non-discrimination laws, regulations, policies, instructions, and guidelines. During hours of program operation, the Contractor agrees to permit authorized USDA personnel to review such records, books, and accounts as needed to ascertain compliance.

F. If there are any violations of this assurance, USDA has the right to seek enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any financial assistance from USDA. The person or persons whose signatures appear on the face of this Agreement are authorized to bind the Contractor to the terms of the Agreement, including this assurance.

5. Research

A. The Contractor shall submit a request, and must receive written approval from the CDPH/WIC Division, prior to conducting independent research by collecting or using data from the CDPH/WIC Division (including WIC WISE and WRAD), WIC applicants or participants, WIC staff, and/or WIC vendors. Independent research, regardless of funding source, includes research activities, as well as the drafting or creation of articles, reports, and/or other materials, which are not necessary for the performance of the Agreement and are conducted and/or produced by the Contractor using data that has been obtained directly from WIC applicants or participants, WIC staff, and/or WIC vendors through a variety of means, including but not limited to surveys, focus groups, and/or interviews, or indirectly using the CDPH/WIC Division's authorized management information system. Independent research does not include potential research projects solicited and administered by the CDPH/WIC Division.

B. Research projects solicited and administered by the CDPH/WIC Division must be memorialized in a formal amendment to this Agreement or in a separate agreement.

C. WIC funds shall not be used for non-WIC Program purposes, including research for non-WIC Program purposes. WIC Program purposes shall be determined by the CDPH/WIC Division in compliance with USDA regulations, guidance, and directives. The Contractor shall not use WIC funds for, or incur WIC Program costs related to, independent research for WIC Program purposes unless and until the Contractor receives written approval for use of the funds from the CDPH/WIC Division.

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D. The Contractor agrees that if State funds are used to perform independent research, then the CDPH/WIC Division is the sole owner of the data that on which the research is based. All publications and presentations that are developed using the results from this research must be approved by the CDPH/WIC Division prior to the publication and/or presentation of those results. Refer to Exhibit D, Provision 6 for information regarding Intellectual Property Rights.

E. The Contractor shall be responsible for ensuring that any independent research conducted complies with state and federal confidentiality laws including but not limited to the confidentiality provisions and requirements set forth in federal regulations (7 CFR 246.26), the California Information Practice Act, and the terms of Exhibit G of this Agreement.

F. Contractor's right to publish or present on any research is subject to all restrictions on the publication, disclosure, dissemination and use of confidential information or data set forth in this Agreement or under any applicable law. All presentations and publications based on that research must be reviewed by the CDPH/WIC Division prior to publication, presentation, or distribution.

6. Special Projects that Provide Assistance to Local Governments or Aid to the Public

A. Contractor Requirements

1) The Contractor shall submit a written request for and receive written approval from the CDPH/WIC Division prior to initiating a special project, as described in Provision 6.B., to the assigned Nutrition Consultant.

2) WIC funds shall not be used for non-WIC purposes, including non-WIC special projects. The Contractor shall not use WIC funds for, or incur WIC Program costs related to, a WIC special project unless and until the Contractor receives written approval for use of the WIC funds from the CDPH/WIC Division.

3) If the Contractor or its subcontractor(s) are currently administering a special project that has not been approved in writing by the CDPH/WIC Division, the Contractor must immediately cease any and all actions or activities associated with the special project.

4) If there is any uncertainty on the part of the Contractor as to whether an activity, program, initiative, or task involving WIC funds, staff, participants, or applicants is a special project, the Contractor must immediately contact the assigned Nutrition Consultant for such a determination prior to beginning or continuing the activity, program, initiative, or task.

5) The Contractor shall be liable for any WIC funds or WIC Program costs associated with a special project that was not approved in writing by the CDPH/WIC Division, as described in this provision.

B. Written Requests for Approval

1) When seeking approval for a special project, the Contractor's written request must include:

a. A project proposal briefly describing the special project, including the proposed purpose, scope, duration, and estimated cost; and

b. If applicable, the associated Request for Proposals (RFP); and

2) If applicable, any drafts of instructions, agreements, or public-facing communications or materials associated with the special project. The written request may also include other materials that are relevant to the special project, as determined by the Contractor.

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3) The CDPH/WIC Division may require that the Contractor provide additional documentation as needed to process the request.

4) The CDPH/WIC Division shall issue its decision as to whether to approve the Contractor's request in writing. Any oral communications about a special project between the parties or their staff shall not be binding and shall not constitute approval of a special project.

5) Special projects approved by the CDPH/WIC Division must be memorialized in a formal amendment to this Agreement or in a separate agreement.

C. Written Materials Related to Special Projects

The Contractor must provide all written documents, reports, presentations, and publications based on, related to, or arising from a special project to the assigned Nutrition Consultant for review and approval prior to sharing, disseminating, or distributing such materials to any persons or entities other than the parties to this Agreement.

D. Allowable Program Costs

WIC funds shall not be used for non-WIC purposes. The Contractor agrees that any WIC funds expended for purposes of a special project must be for costs that are allowable pursuant to 7 CFR, Part 246.14 (and the authorities cited therein), any guidance or directives from USDA, the WPPM 1000-05 and the Allowable Cost Table, located on the CDPH/WIC Local Agency SharePoint Site under Contract Administration/Resources [https://partners.cdph.ca.gov/sites/LASS].

E. WIC Confidentiality

The Contractor shall be responsible for ensuring the confidentiality and security of applicant and participant information and vendor information disclosed to the Contractor, or collected, created, maintained, stored, transmitted, or used by the Contractor for or on behalf of CDPH, pursuant to this agreement with the CDPH/WIC Division in compliance with the confidentiality provisions and requirements set forth in all applicable state and federal laws including but not limited to 7 CFR, Part 246.26 and Exhibit G of this Agreement.

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Contractor" and "Subcontractor" shall also mean, “agreement”, "contract", “contract agreement”, "Contractor" and "Subcontractor" respectively.

The terms “California Department of Public Health” and “CDPH” shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. Federal Contract Funds

Applicable only to that portion of an agreement funded in part or whole with federal funds.

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

1. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Debarment and Suspension Certification

a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

3. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

4. Lobbying Restrictions and Disclosure Certification

Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next

tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

5. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor’s, subcontracts, and contracts under cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notifiy the Contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) ("Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health ("CDPH"), pursuant to Contractor's agreement with CDPH. Such personal and confidential information is referred to herein collectively as "CDPH PCI".

CDPH administers the California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) pursuant to a grant from the United States Department of Agriculture (USDA), pursuant to the Child Nutrition Act of 1966, title 42 of the United States Code (U.S.C.), Section 1786 (Public law 89-645, Section 17), as amended, and in accordance with governing administration of grants (2 CFR part 200, subparts A through F and USDA implementing regulations 2 CFR part 400 and part 415); governing non-procurement debarment/suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension and USDA implementing regulations 2 CFR part 417); governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418); and governing the drug-free workplace requirements (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace); FNS guidelines; and, instructions issued under the FNS Directives Management System.

CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants. The Contractor may enter into a data sharing agreement for CDPH PCI only when permitted under state and federal laws and authorized in writing by the CDPH WIC Program. If the Contractor chooses to enter into a data sharing agreement, it shall be the Contractor's sole responsibility to incorporate all relevant provisions of this Exhibit into any data sharing agreement(s) the Contractor may execute.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach: "Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

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Information Privacy and Security Requirements
(For CDPH WIC Contracts)

B. Confidential Information: "Confidential information" means:

1. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i);

2. any information about a [WIC] vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status as set forth in 7 Code of Federal Regulations part 246.26(e);

3. any information that does not meet the definition of "public records" set forth in California Government Code section 7920.530, or is exempt from disclosure under any of the provisions of Section 7920, et seq. of the California Government Code or any other applicable state or federal laws; or

4. any information that is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein).

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. is about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i); or

4. is about a [WIC] vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status as set forth in 7 Code of Federal Regulations part 246.26(e); or

5. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a); or

6. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

7. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

8. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

9. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not grant access or disclose CDPH PCI to any employees, agents, and subcontractors unless CDPH WIC has determined those individuals have a need to know the CDPH PCI in order to perform Contractor's obligations under its agreement with CDPH WIC. The Contractor shall not access or disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by state or federal law. All disclosures must be limited to the minimum necessary, to the extent practicable, and must comply with the requirements set forth in state and federal law, including but not limited to Civil Code 1798 et seq. (the California Information Practices Act) and 7 Code of Federal Regulations part 246.26.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a

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Information Privacy and Security Requirements
(For CDPH WIC Contracts)

written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the

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(For CDPH WIC Contracts)

Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;

4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach

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Information Privacy and Security Requirements
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notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

CDPH Program Contract Manager	**CDPH Privacy Officer**	**CDPH Chief Information Security Officer**	**CDPH OLS Contact for Third Party Information Requests**
See Scope of Work for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413 MS6302 Sacramento, CA 95899-7413 Email: ICDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016	Assistant Chief Counsel, Public Health Programs Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor Sacramento, CA 95814 Telephone: (916) 558-1710

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH OLS all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

Contractor and its employees, agents, or subcontractors shall transmit in writing to CDPH Office of Legal Services all requests for disclosure of CDPH PCI from parties other than CDPH WIC within one business day.

Subpoena, search warrant, or other litigation involved requests: **In the event that a subpoena, search warrant, or other litigation involved request for CDPH PCI is received by the Contractor, the Contractor shall immediately notify the CDPH Office of Legal Services contact by telephone call** in order to allow CDPH WIC to follow the procedures and restrictions imposed by 7 Code of Federal Regulations part 246.26(i). CDPH shall be the party with sole authority to determine whether any, and specifically what, information may be produced.

XIV. Audits, Inspection and Enforcement: CDPH, USDA, or representatives of the Comptroller General of the United States may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor shall retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law. Pursuant to 7 C.F.R. part 246.25(a)(2), if records related to the agreement between Contractor and CDPH, including CDPH PCI, is not returned to CDPH upon the termination of the agreement, all records shall be retained for a minimum of three years. If any litigation, claim, negotiation, audit or other action involving the CDPH PCI shared under this agreement has commenced before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA or any unit thereof deems any of the CDPH PCI~~s~~ to be of historical interest, it may require the Contractor to forward such records to USDA or any unit thereof whenever the Contractor is disposing of them.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy

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Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

[CONTINUED ON NEXT PAGE]

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Information Privacy and Security Requirements
(For CDPH WIC Contracts)

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

A. Workforce Members Training and Confidentiality. Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.

B. Workforce Members Discipline. Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.

C. Workforce Member Assessment. Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. Encryption.

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

B. Server Security. Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.

C. Minimum Necessary. Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

D. Antivirus software. Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.

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(For CDPH WIC Contracts)

E. Patch Management. All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

F. User Identification and Access Control. All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

All Contractor workforce members are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

	AAL 1	AAL 2	AAL 3
Permitted Authenticator Types	• Memorized Secret • Look-Up Secret • Out-of-Band Devices • Single-Factor One-Time Password (OTP) Device • Multi-Factor OTP Device • Single-Factor Cryptographic Software • Single-Factor Cryptographic Device • Multi-Factor Cryptographic Software • Multi-Factor Cryptographic Device	• Multi-Factor OTP Device • Multi-Factor Cryptographic Software • Multi-Factor Cryptographic Device • Memorized Secret **plus**: • Look-Up Secret • Out-of-Band Device • Single-Factor OTP Device • Single-Factor Cryptographic Software • Single-Factor Cryptographic Device	• Multi-Factor Cryptographic Device • Single-Factor Cryptographic Device used in conjunction with Memorized Secret • Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device • Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software • Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator • Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.

G. CDPH PCI Destruction. When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

H. Reauthentication. Contractor's computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	AAL 2	AAL 3
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
- When roles change
- When the execution of privileged function occurs (e.g., performing a critical transaction)

I. Warning Banners. During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.

J. System Logging. Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

K. Live Data Usage. Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be used. If synthetic data cannot be generated and/or used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.

L. Privileged Access Management (PAM). Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

M. Intrusion Detection. All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

III. Audit Controls

A. System Security Review. Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

B. Change Control. All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

A. Emergency Mode Operation Plan. Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.

B. CDPH PCI Backup Plan. Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

A. Supervision of CDPH PCI. CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

B. Escorting Visitors. Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.

C. Removal of CDPH PCI. CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.

D. Faxing and Printing. Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

E. Mailing. Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Exhibit H

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 25-10187 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **Invoice number(s)** _____, in the **amount(s) of $** _____and **dated** _____._ If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): Napa County

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

CDPH 2352 (7/07)

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Health and Human Services Agency
California Department of Public Health

Erica Pan, MD, MPH
Director and State Public Health Officer

Gavin Newsom
Governor

Date: July 25, 2025

TO: Napa County

FROM: California Department of Public Health (CDPH)

SUBJECT: Contract # 25-10187

Please find the above-referenced Contract Agreement between the California Department of Public Health and Napa County, attached for your review and signature.

IMPORTANT: The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. Please **do not alter** this Agreement for any reason. If you encounter any problems or find that a correction is needed, please contact your Contract Manager immediately.

To approve this Agreement, submit one (1) electronic copy (**do not mail in hard copies**) of each document listed below to the following mailbox: LocalContracts@cdph.ca.gov. Please title the email Subject line: Signed Agreement for 25-10187 (Napa).

- One (1) signed copy of the Standard Agreement (STD 213). This document can be signed electronically pursuant to the Uniform Electronic Transactions Act (Civil Code 1633.1 et seq.) or it may be physically signed, scanned and returned via email.
- One (1) signed copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the Agreement and any signatory designees.
  - If outlined in the document, please ensure the following information is correct:
    - The contract term;
    - The contract amount.
- One (1) signed copy of the Contractor's current insurance policy certificates and endorsements.
- One (1) signed copy of the CCC 4/2017, Contractor Certification Clause.
- One (1) signed copy of the DGS OLS 04 – CA Civil Rights Laws Attachment (required for all agreements over $100K).

The General Terms and Conditions (GTC 4/2017) can be viewed by clicking on the following link: https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601. Please print and save a copy for your records.

In an effort to expedite this Contract Agreement through the approval process, we request that the items listed above be returned no later than **three weeks from the date of this letter**, in order to avoid disruption in services. Failure to sign and submit the required forms by the date indicated will result in delayed approval of your agreement.

Please contact your Contract Manager if you have any questions or will need additional time to return the signed documents.

Thank you,

Contract and Procurement Support Unit

Attachments

CONFIDENTIALITY NOTICE: This communication along with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1507

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Agreement No. 260080B with Community Action of Napa Valley

RECOMMENDATION

Terminate Agreement No. 170443B and approve and authorize Agreement No. 260080B with Community Action of Napa Valley for the term July 1, 2025 through June 30, 2026, and each subsequent automatic renewal, for a contract maximum of $60,000 per fiscal year to provide rental assistance for behavioral health clients in need of housing support. (Fiscal Impact: $60,000 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary).

BACKGROUND

Community Action of Napa Valley (CANV) administers a rental assistance program in partnership with Health and Human Services Agency (HHSA) that provides rental subsidies and security deposit assistance to individuals and families experiencing or at risk of homelessness who are enrolled in the Mental Health Services Act's (MHSA) Full-Service Partnership (FSP) programs. CANV has successfully administered and overseen this rental subsidy program for many years. CANV manages rental payments and landlord coordination, while Behavioral Health FSP supervisors handle client referrals and submit subsidy requests. This agreement supports housing stability for clients with serious mental illness engaged in intensive mental health services.

Requested actions:

1. Terminate Agreement No. 170443B with Community Action of Napa Valley; and

2. Approve and authorize Agreement No. 260080B Community Action of Napa Valley, for the term July 1, 2025 through June 30, 2026, and each subsequent automatic renewal, for a contract maximum of $60,000 per fiscal year.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Mental Health Services Act
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While approval of this agreement is discretionary, it allows the provider to continue providing rental subsidies for clients in the County's Full-Service Partnership programs.
Is the general fund affected?	No
Future fiscal impact:	This Agreement contains a provision for automatic annual renewal. Appropriations have been included in the requested Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If this agreement is not approved, mentally ill clients would lack the support necessary to stabilize their housing situations.

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. 260080B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **COMMUNITY ACTION OF NAPA VALLEY**, a nonprofit corporation hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party".

RECITALS

WHEREAS, on or about January 1, 2005, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170443B (formally 6381), hereinafter referred to as the "Agreement" for CONTRACTOR to provide rental subsidies, community outreach and mental health services to chronically homeless and mentally ill clients of the Community Outreach and Integration Team (COIT) program; and

WHEREAS, as of the effective date of this Agreement, the Parties wish to terminate Agreement No. 170443B and replace it with this Agreement No. 260080B; and

WHEREAS, COUNTY wishes to obtain specialized services in order to provide rental assistance for behavioral health clients in need of housing support.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

[SIGNATURE PAGE FOLLOWS]

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

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **ANNE COTTRELL, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Signature **DRENE JOHNSON**, Executive Director

Maximum Amount of this Agreement: $60,000.00 per Fiscal Year Term Expires: June 30, 2026 Automatic renewal of term applies.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Rachel L. Ross (e-signature)* Date: 8/14/25

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260080B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Cassandra Eslami, Deputy Director of HHSA/Behavioral Health Director

1.5 The Contract Contact Person for CONTRACTOR shall be: Drene Johnson, 2521 Old Sonoma Road, Napa, CA 94558

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify).

1.7 The source of funding for this Agreement shall be: California Mental Health Services Act (CalMHSA) Funds.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: Performance Agreement with Department of Health Care Services—Napa County Agreement No. 170142B.

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at https://www.countyofnapa.org/DocumentCenter/ under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[ ] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[ ] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[ ] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by

the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)
Exhibit B: Compensation and Expense Reimbursement (attached)
Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)

EXHIBIT A
SCOPE OF WORK

July 1, 2025 through June 30, 2026
(and each subsequent automatic annual renewal)

Community Action of Napa Valley (CONTRACTOR) shall administer the rental subsidy program for homeless or at risk of homeless mentally ill individuals and families being served by the Napa County Behavioral Health Division (COUNTY). These subsidies will provide homeless or at risk of homeless mentally ill individuals and their family with assistance in paying security deposits and monthly rents. CONTRACTOR shall be expected to maintain sufficient business processes as necessary to administer and oversee the rental subsidy program.

COUNTY'S designated staff will submit Initial Rental Subsidy Request forms, Monthly Subsidy Request forms, and Rental Assistance Agreement forms to CONTRACTOR on the appropriate forms.

CONTRACTOR shall obtain written authorization from COUNTY designated staff prior to disbursement for Initial Rental Subsidy Requests, and for increases in Monthly Subsidy Request payments. CONTRACTOR shall disburse payment no later than the 1st of the month that rent is due. New Initial Rental Subsidy Requests that begin on a date later than the 1st of the month shall be disbursed within 5 days of receipt of request. COUNTY designated staff shall complete and submit to CONTRACTOR, Monthly Subsidy Request forms no later than the 25th of the month preceding the month rent is due to request continuation of rental subsidies or to request an increase or decrease in the monthly subsidy payment amount.

Contract Monitoring

COUNTY's assigned Contract Monitor for this agreement shall be the program supervisor of the Adult Full Service Partnership. Contract Monitor shall track CONTRACTOR's performance under this agreement and shall serve as the primary point of initial contact in the event CONTRACTOR wishes to contact COUNTY regarding this contract. Various provisions of this agreement relate to monitoring, including provisions relating to required documentation and the provision of information in connection with invoicing. Without limiting those provisions, COUNTY shall have the right to conduct one or more site visits to the CONTRACTOR's place of business to monitor performance under this agreement. COUNTY will normally provide CONTRACTOR with 30 days or more prior written notice of such site visits. The notice will specify the information to be available for review at the time of the visit, which may include service and or accounting records, program policies and procedures, and documentation substantiating costs incurred by CONTRACTOR in providing the contract services. In evaluating accounting records, COUNTY will evaluate services with reference to applicable contract, state, and federal standards for adequate documentation. COUNTY may require the provision of specific information in writing prior to the site visit to expedite the monitoring activities. COUNTY will provide CONTRACTOR with the opportunity to respond to COUNTY's written report of the outcome of the monitoring site visit before the report becomes final. If the final report identifies material variations between CONTRACTOR's service activities and the standards required under this agreement, COUNTY may require CONTRACTOR to prepare a written plan of action to

address those variations. COUNTY will also have such other remedies as are provided under this agreement.

Performance Standards

CONTRACTOR shall furnish monthly utilization reports to COUNTY'S designated Contract Monitor summarizing the year-to-date rent subsidy utilization. Monthly reports shall, at a minimum, include the total rental subsidy payments made, and any refunds received on behalf of COUNTY participants during the preceding month, and the year-to-date amount expended of the budget for the contract term. A copy of this report shall also be submitted with the monthly reimbursement invoice as described in Exhibit B.

EXHIBIT B
COMPENSATION AND EXPENSE REIMBURSEMENT

July 1, 2025 – June 30, 2026
(and each subsequent automatic annual renewal)

COUNTY shall reimburse CONTRACTOR for actual rental subsidies paid on behalf of participants, up to the amount authorized by COUNTY designated staff, and not to exceed the total amounts listed for the contract term described below. In addition, COUNTY shall reimburse CONTRACTOR for administrative costs of providing this service at an amount equal to ten percent (10%) of the Housing Rental Subsidies paid on behalf of COUNTY each month, not to exceed the amounts listed for the contract term, as described below.

Rental Subsidy Program Contract Costs for: **July 1, 2025 – June 30, 2026 (and each subsequent automatic annual renewal thereof)**	
Housing Rental Subsidies	$54,545
Administrative Costs @ 10%	$5,455
Total Annual Allowable Reimbursement for Program	**$60,000.00**

CONTRACTOR shall submit invoices not more than monthly to BHInvoices@countyofnapa.org. Invoices that are received by the County more than 60 days after the month being billed may not be paid. Any questions concerning invoicing shall be directed to the MHSA Coordinator.

The monthly invoice shall include, at a minimum, the client's name, COUNTY Behavioral Health Program referred from, landlord's name, total subsidies paid, any refunds received, administrative costs, and the total reimbursable amount due for subsidies processed during the month.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations

required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

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

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection

with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

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

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

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

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

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR

shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices.**

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or

its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability

company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by

reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including,

without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of

Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550.** In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more

than $5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: www.countyofnapa.org.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of

documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in

addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status.**

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at www.countyofnapa.org or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report

Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1523

TO: Board of Supervisors

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

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Agreement No. 260122B with Department of Health Care Services (DMC-ODS)

RECOMMENDATION

Approve and authorize Agreement No. 260122B with Department of Health Care Services for the term July 1, 2025 through December 31, 2026 for the provision of Drug Medi-Cal Organized Delivery System services. (No Fiscal Impact)

BACKGROUND

This agreement stipulates the terms under which Napa County will provide or arrange for the provision of California Department of Health Care Services (DHCS) Drug Medi-Cal Organized Delivery System (DMC-ODS) services and identifies Napa County as a Prepaid Inpatient Health Plan (PIHP) that must provide and/or arrange for the provision of DMC-ODS services as defined in 42 C.F.R. part 438.2.

Requested Action:

1. Approve and authorize Agreement No. 260122B with Department of Health Care Services for the term July 1, 2025 through December 31, 2026.

FISCAL IMPACT

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

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.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50108	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Napa

2. The term of this Agreement is:

START DATE
July 1, 2025

THROUGH END DATE
December 31, 2026

3. The maximum amount of this Agreement is:
$0.00 (Zero Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A, Attachment 1	{SMHS and DMC-ODS only} Plan Organization and Administration	9
Exhibit A, Attachment 2A	[Reserved]	1
+ - Exhibit A, Attachment 2B	[Reserved]	1
+ - Exhibit A, Attachment 2C	{DMS-ODS only} Scope of Services	28
+ - Exhibit A, Attachment 2D	{DMC-ODS only} Contractor Specific Requirements	7
+ - Exhibit A, Attachment 2E	[Reserved]	1
+ - Exhibit A, Attachment 2F	[Reserved]	1
+ - Exhibit A, Attachment 3	Financial Requirements	4
+ - Exhibit A, Attachment 4	Management Information Systems	5
+ - Exhibit A, Attachment 5	{SMHS and DMC-ODS only} Quality Improvement System	7
+ - Exhibit A, Attachment 6	Utilization Management and Parity	5

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50108	

Exhibits	Title	Pages
+ - Exhibit A, Attachment 7	{SMHS and DMC-ODS only} Access and Availability of Services	7
+ - Exhibit A, Attachment 8	Provider Network, Contracted Providers, and Timely Access	17
+ - Exhibit A, Attachment 9	[Reserved]	1
+ - Exhibit A, Attachment 10	Coordination and Continuity of Care	5
+ - Exhibit A, Attachment 11	Information Requirements	16
+ - Exhibit A, Attachment 12	Member Problem Resolution	17
+ - Exhibit A, Attachment 13	Program Integrity	15
+ - Exhibit A, Attachment 14	Reporting Requirements	6
+ - Exhibit B	Budget Detail and Payment Provisions	6
+ - Exhibit C *	General Terms and Conditions	GTC (02/2025)
+ - Exhibit D	Special Terms and Conditions	40
+ - Exhibit E	Additional Provisions	18
+ - Exhibit E, Attachment 1	General Definitions	12
+ - Exhibit E, Attachment 2	SMHS: Service Definitions	9
+ - Exhibit E, Attachment 3	DMC and DMC-ODS: Service Definitions	5
+ - Exhibit F	Business Associate Addendum	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

SCO ID: 4260-2550108

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50108	

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Napa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
2751 Napa Valley Corporate Drive	Napa	CA	94558

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	WIC 14184.401(a), 14184.102(e)

APPROVED AS TO FORM
Office of County Counsel
By: Rachel Ross
Date: 8/11/2025

1195 THIRD STREET
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1500

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution Amending the Departmental Allocation List for the Agricultural Commissioner's Office

RECOMMENDATION

Adopt a Resolution to amend the Departmental Allocation List for the Agricultural Commissioner's Office, effective September 9, 2025. (Fiscal Impact: $8,100 Reduced Expenses; General Fund; Budgeted; Discretionary)

BACKGROUND

The Agricultural Commissioner's Office currently has a vacant Staff Services Analyst I position, but the department lacks sufficient analytical and programmatic work to support the role. A more pressing need exists for a supervisory clerical position to supervise three full-time clerical employees and provide administrative support to the Agricultural Commissioner, Assistant Agricultural Commissioner, and other managers. This support would include routine administrative, fiscal, budgetary, and personnel tasks.

Human Resources has reviewed the department's needs and confirmed that the Administrative Office Assistant classification is the most appropriate fit. To prevent turnover and align the position with the Agricultural Commissioner's Office workload, it is recommended to delete the Staff Services Analyst I position and add an Administrative Office Assistant.

Requested Action:

Adopt a Resolution to amend the Departmental Allocation List for the Agricultural Commissioner's Office by deleting 1.0 FTE Staff Services Analyst I and adding 1.0 FTE Administrative Office Assistant, with no net increase to full-time equivalents, effective September 9, 2025.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes

Where is it budgeted?	1600000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Administrative Office Assistant classification aligns with the Agricultural Commissioner's Office's business needs.
Is the general fund affected?	No
Future fiscal impact:	The decreased cost of salary and benefits for the remainder of the fiscal year is approximately $6,200. The annualized decreased cost of salary and benefits is approximately $8,100 will be budgeted accordingly.
Consequences if not approved:	If not approved, the department will continue to face misalignment between the classification and the work.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR THE AGRICULTURAL COMMISSIONER'S OFFICE EFFECTIVE SEPTEMBER 9, 2025

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

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

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Departmental Allocation List for the Agricultural Commissioner's Office be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective September 9, 2025, the Napa County Board of Supervisors hereby approves the Departmental Allocation List for the Agricultural Commissioner's Office as set forth in Exhibit "A."

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 9th day of September 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: August 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:_____

EXHIBIT A

Director of Human Resources requests approval to amend the Department Allocation List as follows:

Department	Budget Unit	Position Control	Class Title	Effective Date	Change
Agriculture	1600000	1010023	Staff Services Analyst I	9/9/25	-1.0
Agriculture	1600000	1010023	Administrative Office Assistant	9/9/25	+1.0

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Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1543

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution Amending the Table and Index of Classes and Appropriate Personnel Policies

RECOMMENDATION

Adopt a Resolution to amend the Table and Index of Classes, effective September 9, 2025, and appropriate personnel policies. (Fiscal Impact: $19,500 Expense; HHSA Fund; Budgeted; Discretionary)

BACKGROUND

Health & Human Services Agency (HHSA)

The salary for the Assistant Deputy Director (ADD) of HHSA-Child Welfare Services is currently set at approximately 15% below the benchmark Deputy Director (DD) of HHSA-Child Welfare Services salary.

To account for the unique demands of the ADD role, HHSA's Director and the Chief Human Resources Officer recommend setting the ADD salary to 10% below the DD salary. This will also remedy internal equity issues between different level management classifications within HHSA.

The cost increase will be covered by salary savings this fiscal year.

Planning Building & Environmental Health (PBES)

County management positions are placed in either Classified or Non-Classified service. Non-Classified positions are typically “at-will,” meaning they serve at the pleasure of the appointing authority.

Based on a review of its current structure, PBES and Human Resources have identified two vacant management positions that need changes to their service type: the Environmental Health Manager and the Solid Waste Program Manager.

The Environmental Health Manager is a first-level position, while the Solid Waste Program Manager is a second-level position reporting to the Environmental Health Manager. The Environmental Health Manager

position should be changed from Classified to Non-Classified. Conversely, the Solid Waste Program Manager position, which now reports to the Environmental Health Manager instead of the Assistant CEO as it did upon its creation in 1996, should be changed from Non-Classified to Classified.

These changes will not have a fiscal impact.

Requested Action:

Adopt a Resolution to amend the Table and Index of Classes, to update the salary grade of the Assistant Deputy Director of HHSA - Child Welfare Services, and the management group of the Environmental Health Manager and Solid Waste Program Manager, effective September 9, 2025, and appropriate personnel policies.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	HHSA Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The requested action is necessary to maintain internal equity across departments.
Is the general fund affected?	No
Future fiscal impact:	The increased cost of salary and benefits for the remainder of the fiscal year is approximately $15,000. The annualized increase in cost of salary and benefits is approximately $19,500 and will be budgeted accordingly.
Consequences if not approved:	Internal equity of management positions will remain unequal.

ENVIRONMENTAL IMPACT

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

RESOLUTION NO. 2025-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE TABLE AND INDEX OF CLASSES AND APPROPRIATE PERSONNEL POLICIES, EFFECTIVE SEPTEMBER 9, 2025

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

WHEREAS, section 2.100.270 of the Napa County Code provides that the "Table and Index" may be amended from time to time by resolution of the Board of Supervisors; and

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Table and Index of Classes and appropriate personnel policies be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective September 9, 2025, the Napa County Board of Supervisors hereby approves the changes to the Table and Index of Classes and appropriate personnel policies, as set forth in Exhibit "A."

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 9th day of September 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: August 19, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

Chief Human Resources Officer requests approval of the following actions, effective September 13, 2025:

1. Amend the Table and Index of Classes as follows:

    a. Delete:

    Asst Dep Dir of HHSA-CW Svcs (CMGT 206)
    $73.02 - $87.63 approximate hourly salary

    Environmental Health Manager (CMGT 348)
    $73.44 - $89.10 approximate hourly salary

    Solid Waste Program Manager (CNCO 345)
    $63.56 - $77.06 approximate hourly salary

    b. Add:

    Asst Dep Dir of HHSA-CW Svcs (CMGT 378)
    $74.93 - $91.08 approximate hourly salary

    Environmental Health Manager (CNCO 348)
    $73.44 - $89.10 approximate hourly salary

    Solid Waste Program Manager (CMGT 345)
    $63.56 - $77.06 approximate hourly salary

2. Amend Part I: Section 37C-1 of the Napa County Policy Manual, Management Compensation Plan – Classified, by deleting Environmental Health Manager from, and adding Solid Waste Program Manager to, the list of classes in Attachment 1, Part A and Part B.

3. Amend Part I: Section 37C-3 of the Napa County Policy Manual, Management Compensation Plan – Non-Classified (Other), by deleting Solid Waste Program Manager from, and adding Environmental Health Manager to, the list of classes in Attachment 1, Part A, Section 2.

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1411

TO: Lake Berryessa Resort Improvement District Board

FROM: Tracy Schulze - Auditor-Controller

REPORT BY: Georgina Panganiban - Deputy Auditor-Controller

SUBJECT: Authorization to prepare necessary entries to close the financial books for the fiscal year ended June 30, 2025.

RECOMMENDATION

Authorize preparation of the necessary accounting entries to close the financial books for the fiscal year ended June 30, 2025. (Fiscal Impact: $4,809,808 Expense; Lake Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Auditor-Controller anticipates completing all the necessary accounting entries to close the financial books for the fiscal year ended June 30, 2025 by Tuesday, September 30, 2025.

There are no changes requiring Board approval to the financial records for Lake Berryessa Resort Improvement District for the year ended June 30, 2025. In addition, there are no changes to fund balance commitments or restrictions - the district will maintain the fund balance restriction in the amount of $150,151 for FEMA/CALOES revenue received for the 2017 Storm Event. Funds are restricted until the projects are fully audited and can be released,

However, on June 24, 2025, your Board approved estimated amounts of remaining budget and related contracts for continued projects to be carried forward into the following year. The item presented today is to ratify final amounts resulting from completing all accounting entries through June 30, 2025.

The six capital improvement projects to be completed in Fiscal Year 2025-26 or beyond are as follows:

Project 19007

Ponds Inflow Mitigation Project was created in September of 2018 for the purpose of sewer collection system inflow and infiltration studies after heavy rainfall in the winter of 2017 caused a series of spills into the environment. The carryover appropriations amount is $1,563,653, fully funded by carryforward grant revenue of the same amount from the California Department of Water Resources. The re-encumbrance contract for G.H.D. Inc. (No.240306B) is $19,168 and, $19,067 for Benchmark Civil Construction, Inc. (No.250344B).

Project 22009

To find other sustainable potable water resources from Putah Creek, the drought, aged infrastructure and wildfire devastation in the Putah Creek watershed have compromised the water supply. The carryover amount is $1,766,233 and includes carryforward grant revenue from the California Department of Water Resources in the amount of $219,075.

Project 22013

Replace treatment process air compressors, refrigerated dryer, delivery piping, add cross-flow building ventilation, small pipe, metal door, protective coatings. Move chemicals to outdoor storage. Drinking water and regulatory permit compliance. The carryover amount is $2,860.

Project 22014

Coatings on the tank interior are deteriorating rapidly with pit corrosion emerging through steel wall panels in the past year. Seep stains when the tank has filled are evident on the outside surfaces. The metal roof dome and showing signs of corrosion attack. Replace bolted steel tank with reinforced concrete structure. A new tank is necessary to prevent raw sewerage spills into nearby Putah Creek prompting regulatory enforcement action by Central Valley Regional Water Quality Control Board. Clean water, environmental and regulatory permit compliance. The carryover amount is $990,280. The re-encumbrance contract for G.H.D. Inc. (No.230149B) is $44,379 and $798,554 for Piazza Construction (No.250178B).

Project 23005

To replace an existing, tank number 3, a 100,000-gallon redwood water storage tank original to the District with a new bolted steel tank with similar capacity. Other improvements include access road improvements, site security at all three of the District's potable storage tank locations, and the installation of equipment in each of the three tanks that will help reduce the formation of disinfection byproducts in the District potable water. The carryover amount is $166,301 and includes grant revenue carryforward of the same amount from the state

Water Resources Control Board. The re-encumbrance contract for Piazza Construction (No. 240118B) is $104,061 and for RGM Kramer (No. 240189D) is $4,197.

Project 24019

The Drought and Water Supply Sustainability project includes procurement of material and services to install a floating intake structure in Putah Creek. It is to conduct temporary water transfers within the creek channel from up-channel pools to the existing intake pool during drought conditions, rehabilitation of the existing stationary intake structure, and hydrogeologic explorations for a potential alternative water supply that can satisfy the maximum daily water demand of the community. The carryover amount is $320,481 and includes grant revenue carryforward of $85,922.

The Attachment provides a summary of carryforward revenues, expenditures and the remaining contract amounts by project.

Requested Action: Approve budget amendment 25-1411, increasing appropriations for fiscal year 2025-26 by $4,809,808, for continued projects with remaining budget in the prior year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	All capital projects listed (19007, 22009, 22013, 22014, 23005 and 24019) are funded with use of available fund balance.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of these entries will enable the books to be properly closed in compliance with Generally Accepted Accounting Principles (GAAP) and with State accounting and budgeting practices, and will also align the Capital Improvement Projects with the County's budgeting process.
Is the general fund affected?	No
Consequences if not approved:	The Lake Berryessa Resort Improvement District would not be in compliance with Generally Accepted Accounting Principles (GAAP) or State accounting and budgeting practices. In addition, the current approved Capital Improvement Projects would not have the appropriations to complete the work committed.

ENVIRONMENTAL IMPACT

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

Lake Berryessa Resort Improvement District
CIP Carryforward detail listing
June 30, 2025

ATTACHMENT A

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
CIP Carryforward Detail Listing						
LBRID						
5220	5220500	19007 Groundwater Mitigation Project	$ 1,563,653	$ 230,000	240306B-25 GHD, Inc.	$ 19,168
			-	1,333,653	250344B-25 Benchmark Civil Construction, Inc.	19,067
5220	5220500	22009 Sustainable Water Supply Project	219,075	1,766,233		
5220	5220500	22013 Water Treatment Plant Upgrades	-	2,860		
5220	5220500	22014 Lift Station A Sewer Tank Replacement Project	-	15,000	230149B-25 GHD, Inc.	44,379
			-	160,000	250178B-25 Piazza Construction	798,554
			-	815,280		
5220	5220500	23005 Tank No 3 Replacement and Distribution System Improvements Project	166,301	161,301	240118B-25 Piazza Construction	104,061
				5,000	240189D-25 RGM Kramer	4,197
5220	5220500	24019 Drought and Water Supply Sustainability	85,922	320,481		
		Total CIP Revenue/Appropriations Carryforward	**$ 2,034,951**	**$ 4,809,808**	**Total CIP Contract Balances to Carryforward**	**$ 989,426**

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1563

TO: Members of the Governing Board

FROM: Christopher Silke - District Engineer

REPORT BY: Annamaria Martinez, Assistant Engineer

SUBJECT: Award Construction Contract for the Transfer Pumping Equipment and Storage Project, LB 25-01

RECOMMENDATION

Award a Construction Contract to Pridmore Brothers Construction, Inc. for the "Transfer Pumping Equipment and Storage Project," LB 25-01. (Fiscal Impact: $78,000 Expense; Lake Berryessa Resort Improvement District Fund; Budgeted; Discretionary)

BACKGROUND

The District filed an application for public water system funding assistance through the Department of Water Resources (DWR) Small Community Drought Relief Program (SCDRP) in November 2021 seeking a total of $637,000 to cover costs associated with the District's Emergency Drought Response. The project implements groundwater and sub-channel creek supply feasibility investigations and strengthens the system's ability to sustain water supply during critically dry years. Project elements are listed below.

1. The installation of a seasonal floating intake structure to compensate for declining water levels in Putah Creek due to severe drought;

2. Extending the water supply intake to a nearby alluvium gravel bar and replacing a dilapidated Concrete Masonry Unit (CMU) Intake Utility Building with a new building and a Potassium Permanganate chemical treatment process for pre-treatment of raw water;

3. Purchase and acquisition of portable pumping equipment, hoses and a tank placed at the water supply intake pool to carry out temporary water transfers within the Putah Creek basin from upstream pools to the stationary intake; and

4. Conduct hydrogeologic explorations for a potential alluvial or fractured rock deep well supply in proximity to the Berryessa Estates water service area that can satisfy the community's maximum daily water

demand.

DWR SCDRP Funding Agreement No. 240301B was issued to the District in June 2023 and formally executed on August 28, 2023. Terms of the Funding Agreement allow for eligible project reimbursement expenses dating back to April 29, 2022 through December 31, 2024. The agreement was formally extended, and all work must now be completed by December 31, 2025.

Project Elements 1, 2, and 4 are complete, leaving Project Element 3 - procurement of a portable diesel engine powered pump, hoses and appurtenances for temporary spring feed pool water transfers to a polyethylene tank placed in proximity to the water supply intake, and the procurement and installation of a new steel storage container to store the acquired equipment until needed - as the final project element that the District needs to complete to meet the terms of the SCDRP funding. The engineer's estimate for Project Element 3 is $85,000.

Design plans and specifications for project element No. 3 were approved and the District was authorized to solicit competitive public bids by the Governing Board at the June 24, 2025 meeting.

Bids were opened on August 14, 2025 (see attached table of bid results). Staff recommends awarding the contract to the lowest responsive bidder, Pridmore Brothers Construction, Inc. of Napa, California for their base bid of $78,000. The base bid is lower than the engineer's estimate, which is $85,000. The total estimated project cost including construction, construction management and contingency remains $85,000. With the award of this contract, all grant funds are expected to be fully expended.

Pridmore Brothers Construction, Inc. is a local vendor. The Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder, regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Action:

1. Award of Contract to Pridmore Brothers Construction, Inc. of Napa, California for their low total bid of $78,000 for construction of the Project and authorize the Chair to sign the construction contract.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes

Where is it budgeted?	Fund 5220, Subdivision 5220500, Project 24019
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Award of the contract is necessary prior to allow the project to move into the construction phase of the project.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	District would forfeit grant money awarded by Department of Water Resources to support the project.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

LBRID Transfer Pumping Equipment & Storage Project, LB 25-01

Bid Opening: August 14, 2025 @ 11:30 AM

Engineer's estimate: $85,000

Contractor	Total Base Bid
Fort Bragg Electric Fort Bragg, CA	$88,993.00
Pridex Construction Folsom, CA	$84,900.00
Pridmore Brothers Construction Napa, CA	$78,000.00

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

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1412

TO: Napa Berryessa Resort Improvement District Board

FROM: Tracy Schulze - Auditor-Controller

REPORT BY: Georgina Panganiban - Deputy Auditor-Controller

SUBJECT: Authorization to prepare necessary entries to close the financial books for the fiscal year ended June 30, 2025.

RECOMMENDATION

Authorize preparation of the necessary accounting entries to close the financial books for the fiscal year ended June 30, 2025. (Fiscal Impact: $343,255 Expense; Napa Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Auditor-Controller anticipates completing all the necessary accounting entries to close the financial books for the fiscal year ended June 30, 2025 by Tuesday, September 30, 2025.

There are no changes requiring Board approval to the financial records for Napa Berryessa Resort Improvement District for the year ended June 30, 2025. In addition, there are no changes to fund balance commitments or restrictions - the district will maintain the fund balance commitment in the amount of $34,556 for FEMA/CalOES; and $72,151 due to the remaining excess insurance proceeds from 2020 LNU Fire Complex. Funds are restricted until the projects are fully audited and can be released.

However, on June 24, 2025, your board approved estimated amount of remaining budget and related contracts for continued projects to be carried forward in the following year. The item presented today is to ratify final amounts resulting from completing all accounting entries through June 30, 2025.

The three capital improvement projects to be completed in Fiscal Year 2025-26 or beyond are as follows:

Project 21071

The USDA Reserve Wastewater Treatment Plant project is the replacement of various short lived assets installed as part of the USDA funded wastewater treatment plant replacement project in 2012. Funded by depreciation reserves the funds are needed to procure services and supplies to complete work on the following:

StormBLOX treatment unit transfer pump replacement; the StormBLOX treatment unit filter module replacement and; the Polymer feed system rehabilitation. The carryover appropriation amount is $53,326.

Project 21072

The USDA Reserve Water Treatment Plant project is the replacement of various short lived assets installed as part of the USDA funded wastewater treatment plant replacement project in 2012. Funded by depreciation reserves the funds are needed to procure supplies to complete work on the Roberts Filter blower rehabilitation. The carryover appropriations amount is $39,929. The re-encumbrance contract is Silverado Electric, LLC. (No.250269D) in the amount of $2,556.

Project 25046

The Supervisory Control and Data Acquisition (SCADA) Replacement Project was awarded on June 3, 2025. The project includes replacement of the SCADA program and associated hardware for the water and wastewater facilities. The carryover appropriation amount is $250,000. The re-encumbrance contract is Telestar Instruments, Inc. (No. 250410B) in the amount of $213,121.

In addition, projects 16022 and 16023 include a revenue carryforward for a total amount of $112,033, needed to maintain the depreciation reserve balance as required by the United States Department of Agriculture.

The attachment provides a summary of carryforwards revenues, expenditures and the remaining contract amounts by project.

Requested Action: Approve budget adjustment 25-1412, increasing appropriations for fiscal year 2025-26 by $343,255, for continued projects with remaining budget in the prior year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	The requested adjustments will be funded by Napa Berryessa Resort Improvement District's available fund balance.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of these entries will enable the books to be properly closed in compliance with Generally Accepted Accounting Principles (GAAP) and with State accounting and budgeting practices and also align the Capital Improvement Project budgeting process with the County's budgeting process.
Is the general fund affected?	No
Consequences if not approved:	The Napa Berryessa Resort Improvement District would not be in compliance with Generally Accepted Accounting Principles (GAAP) or State accounting and budgeting practices. In addition, the current approved Capital Improvement Projects would not have the appropriations to complete the work committed.

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 Berryessa Resort Improvement District
CIP Carryforward detail listing
June 30, 2025

ATTACHMENT A

			Budget Carryforward Revenues	Budget Carryforward Expenditures	Contract # and Vendor	Remaining Contract Balance
CIP Carryforward Detail Listing						
NBRID						
5240	5240500	16022 (USDA Bond - Wastewater Depr Rsv)	$ 58,966	$ -		$ -
5240	5240500	16023 (USDA Bond - Water Depr Resv)	53,067	-		-
5240	5240500	21071 (USDA Depreciation Reserve Wastewater Projects)	-	53,326		-
5240	5240500	21072 (USDA Depreciation Reserve Water Projects)	-	39,929	250269D-25 Silverado Electric, LLC	2,556
5240	5240500	25046 (SCADA System Upgrades)	-	250,000	250410B-25 Telstar Instruments, Inc.	213,121
		Total CIP Revenue/Appropriations Carryforward	**$ 112,033**	**$ 343,255**	**Total CIP Contract Balances to Carryforward**	**$ 215,677**

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Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1467

TO: Board of Supervisors

FROM: Tracy Schulze, Auditor-Controller

REPORT BY: Christine Hernandez, Deputy Auditor-Controller

SUBJECT: Internal Audit Quarterly Monitoring Report for Napa County Housing Authority for the Quarter Ended June 30, 2025

RECOMMENDATION

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

BACKGROUND

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

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

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

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

The Authority has an Agreement with California Human Development Corporation (CHDC), a nonprofit corporation, to manage the day-to-day activities at the Centers. CHDC has designated employees who serve as the Centers' Managers and a Fiscal Analyst, to be responsible for collection of lodger fees in accordance with the rates and policies established by the Authority's Board of Directors. The current rate for lodgers is $17 per day through June 30, 2025.

CHDC staff is required to maintain lodger files, which contain a rental agreement, lodger photo ID, and verification of employment in agriculture. The Centers' Managers can maintain petty cash funds not to exceed $250, change funds not to exceed $100, and are responsible for making timely deposits for any cash collected from the lodgers. The Fiscal Analyst maintains occupancy and rent reports. CHDC is also responsible for the upkeep and maintenance of the facilities.

The Authority has engaged Napa County Auditor-Controller's Office to perform quarterly monitoring over CHDC's compliance with the Authority's policies and procedures during fiscal year 2024-25. Based on our

review, we believe that overall the California Human Development Corporation (CHDC) was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter ended June 30, 2025. However, we have included observations and recommendations based on review of Accounts Receivable with a balance of $4,744 in uncollected rents from departed lodgers. (This report was also submitted to the Housing Commission for approval under agenda item #25-1466 on August 27, 2025.)

Action Requested: Accept and file the quarterly report for the Napa County Housing Authority for the quarter ended June 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.

Napa County

Auditor-Controller

Internal Audit Report

Napa County Housing Authority
Quarterly Monitoring
Internal Controls Review

For the Quarter Ended June 30, 2025

Report Date: July 31, 2025

A Tradition of Stewardship
A Commitment to Service

Tracy A. Schulze, CPA
Auditor-Controller

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Internal Audit

Christine Hernandez – Deputy Auditor-Controller

Susan MacDonald - Staff Auditor

A Tradition of Stewardship
A Commitment to Service

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Tracy A. Schulze
Auditor-Controller

July 31, 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 (the Authority) for the quarter ended June 30, 2025.

We conducted our review in conformance with the *Global Internal Audit Standards (Standards)* established by the Institute of Internal Auditors. These *Standards* require that we identify, analyze, evaluate, and document sufficient information and evidence to achieve our objectives; and that the internal audit activity be independent, objective, and perform engagements with proficiency and due professional care.

Based on our review, we conclude that, overall, 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 June 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, Napa County's Board of Supervisors, Chief Executive Officer, and CHDC's management.

I want to thank the internal audit team, CHDC and the Authority's staff for their expertise and professionalism in conducting this engagement.

Sincerely,

Tracy Schulze
Auditor-Controller

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

Background and Authority

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

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

The Authority is focused primarily on addressing the need for safe and affordable housing for farm workers, particularly those in the migrant/seasonal category who, in turn, support the agricultural industry of Napa County.

Reconstituted in late 2015, the Napa County Housing Commission (NCHC) serves as an advisory body to both the Napa County Housing Authority and the County Board of Supervisors. Its role was expanded beyond oversight of the three Centers to include the review of all projects seeking funding from the County's Affordable Housing Fund.

The Authority has an agreement with CHDC, a nonprofit organization, to manage the daily operations of the Centers. CHDC assigns staff—including Center Managers and a Fiscal Analyst—who are responsible for collecting lodger fees in accordance with the rates and policies set by the Authority's Board of Directors. Currently, the lodger fee is $17 per day.

CHDC is also responsible for maintaining complete lodger files, which must include a signed rental agreement, a copy of the lodger's photo identification, and documentation verifying employment in agriculture. Center Managers are permitted to manage petty cash funds not to exceed $250 and must ensure that any cash received from lodgers is deposited promptly. The Fiscal Analyst is tasked with preparing occupancy and rent reports. Additionally, CHDC oversees the general upkeep and maintenance of the facilities.

The Authority has engaged the Napa County Auditor-Controller's Office to conduct quarterly monitoring of CHDC's compliance with the Authority's policies and procedures throughout fiscal year 2024–25.

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

Objective and Scope

The primary objective of this engagement was to assess CHDC's compliance with the policies and procedures established by the Authority's Board of Directors. The scope of the review includes an examination of both CHDC's and the Authority's records for the quarter ending June 30, 2025.

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 $510 ($17 daily rate x 30 days) or more
    c. Reported recommended accounts receivable write-offs schedule by 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 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

Procedures (continued)

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

Observations

Prepaid Rents

The prepaid rent balances with departure dates occurring prior to the 18-month threshold of December 31, 2023, have increased to six accounts at the River Ranch location, totaling $442, compared to five accounts totaling $330 as of March 31, 2025. The accounts recommended for write-off, as detailed in **Exhibit B**, are identified by Lodger # as listed in the CHDC Rent Reports.

Lodger #	1st Night of Occupancy	Last Night of Occupancy	PrePaid Rent ($)
22-91	08/04/22	10/26/22	75
23-7	02/05/23	04/27/23	105
23-51	03/24/23	03/25/23	90
23-53	03/29/23	05/07/23	30
23-54	03/29/23	05/07/23	30
23-96	11/08/23	12/23/23	112
			442

Accounts Receivable

The following table reflects the quarter-over-quarter increase in lodgers who have departed the Center with outstanding rent balances. The total Accounts Receivable increased from $4,234 at the end of March to $4,744 at the end of June. Using the 18-month threshold for departures prior to December 30, 2023, the rents due that are recommended for write-off are highlighted in **Exhibit A** below.

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

Center	Lodger #	1st Night of Occupancy	Last Night of Occupancy	Rents Due ($)	
Calistoga	24-61	01/12/24	02/29/24	224	
	24-37	12/31/23	01/10/24	176	
				$400	
Mondavi	**22-111**	**09/04/22**	**10/05/22**	**480**	**Exhibit A**
	22-56	**01/26/22**	**10/10/22**	**390**	**Exhibit A**
	24-55	01/06/24	01/22/24	160	
	24-35	12/24/23	02/29/24	464	
	24-67	01/17/24	03/02/24	80	
	24-106	08/02/24	08/13/24	68	
	24-80	02/23/24	09/06/24	408	
	24-81	02/23/24	09/06/24	408	
	24-46	12/29/23	10/25/24	119	
	24-33	12/24/23	10/26/24	136	
	24-92	04/03/24	11/07/24	17	
	24-116	10/02/24	11/08/24	17	
	57	01/29/25	02/01/25	68	
	27	01/04/25	03/24/25	170	
				$2,985	
River Ranch	**23-21**	**02/05/23**	**11/22/23**	**16**	**Exhibit A**
	24-6	02/04/24	10/31/24	170	
	24-81	06/04/24	10/07/24	17	
	24-85	07/17/24	09/25/24	408	
	24-127	11/22/24	12/20/24	238	
	65	04/14/25	05/05/25	255	
	66	04/14/25	05/05/25	255	
				$1,359	
		Total Receivables		**$4,744**	

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

Conclusion and Recommendations

The table below provides a quarterly snapshot of total rent receivables for fiscal year 2024-25. The reduction in the total as of 12/31/2024 is due to a revised rent report issued by CHDC.

Departures with Rent Due	Quarter-Ended 9/30/2024	Quarter-Ended 12/31/2024 *	Quarter-Ended 3/31/2025	Quarter-Ended 6/30/2025
Calistoga	1,399	400	400	400
Mondavi	2,685	2,747	2,985	2,985
River Ranch	1,164	833	849	1,359
	$ 5,248	$ 3,980	$ 4,234	$ 4,744

* CHDC Revised Rent Report for December

Data Source: CHDC Monthly Rent Reports (Departures Only)

During Internal Audit's site visits to each of the Farmworker Centers in July 2025, we reviewed the methods used to locate lodgers who were either owed refunds for prepaid rents or who owed rents after departing—some without notice. We were unable to confirm that managers follow an established procedure for these efforts. Contact information for lodgers is limited, and inquiries to current or former employers were determined not to be a viable option due to employer restrictions on releasing confidential information.

The Napa County Housing Authority issued a Policy and Procedure for Collection Monitoring in 2018, which provides guidance for Center Managers and the Administrative Assistant/Fiscal Analyst. Internal Audit recommends that this policy be reviewed to strengthen collection efforts and reduce uncollected rents.

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

Exhibit A

Accounts Receivable Schedule

Category	Amounts
Lodgers, departed for at least 18 months	
Total Recommneded A/R Write-Offs	**$ 886**
Lodgers, departed less than 18 months	3,858
Lodgers, current delinquent tenants with at least $510 balance due	
Lodgers, current tenants with less than $510 balance due	34
Total Accounts Receivable	**$ 4,778**

Recommended Accounts Receivable Write-offs

(Lodgers, departed for at least 18 months)

Center	Lodger Count	Amounts
River Ranch	1	$ 16
Mondavi	2	870
Calistoga	0	-
Total Recommended A/R Write-offs	**3**	**$ 886**

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

Exhibit B

Prepaid Schedule

Category	Amounts
Lodgers, departed for at least 18 months	
Total Recommended Prepaid Write-Offs	**$ 442**
Lodgers, departed less than 18 months	213
Lodgers, current tenants with prepaid balances	17
Total Prepaids	**$ 672**

Recommended Prepaid Write-offs

(Lodgers, departed for at least 18 months)

Center	Lodger Count	Amounts
River Ranch	6	$ 442
Mondavi	0	-
Calistoga	0	-
Total Recommended Prepaid Write-Offs	**6**	**$ 442**

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

Exhibit C

Internal Audit completed the year-end review of CHDC's compliance with the policies and procedures established by the Authority's Board of Directors (Authority) for each of the Farmworker Centers in the following areas:

1. Cash
    a. Performed a cash count of each center's petty cash, reconciled the amounts against receipts/logs, and verified compliance with policy limits.
    b. Conducted a cash count of the change fund at each center.
    c. Confirmed that all cash, including rent receipts, is stored in a secure, locked safe.

2. Lodger Eligibility
    a. Verified that the lodger file list was complete and included key information such as date in, date out, lodger number, room number, and a signed current lodging agreement.
    b. Reviewed proof of each lodger's eligibility, including a pay stub or a letter from the agricultural employer.
    c. Cross-checked arrival and departure dates against the CHDC Rent Reports for prepaid rents and rents due.

3. Capital Assets
    a. Performed a physical inventory of the capital assets assigned to NCHA in accordance with the ACO Capital Asset Certification.

Observations

1. Imprest cash counts were conducted and reconciled to the authorized petty cash and change fund amounts at each center. All imprest cash and rent receipts were securely stored in a locked safe within each manager's office.
2. Lodger files were complete. Three tenants, who had not provided proof of employment, had already departed the centers.
3. All Capital Assets were matched to the County's records.

Conclusion

Based on the scope of this review, we conclude that CHDC was in compliance with policies and procedures established by the Authority's Board of Directors.

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Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1562

TO: Board of Supervisors

FROM: Amanda Gibbs, Chief Probation Officer

REPORT BY: Ferlyn Buenafe, Probation Administration Manager

SUBJECT: Agreement with Napa County Office of Education

RECOMMENDATION

Approve and authorize Agreement No. 260109B with Napa County Office of Education to provide a Career Technical Education teacher at the Probation Department, Juvenile Hall camp facility, Skyline Academy. (Fiscal Impact: $50,000 Expense; General Fund; Budgeted; Discretionary.)

BACKGROUND

This agreement between the Napa County Office of Education (NCOE) and the COUNTY is for the purpose of providing a Career Technical Education (CTE) teacher at the Skyline Academy. A CTE teacher in the Juvenile Hall educates youth by teaching them vocational and life skills to prepare them for success after release. Their role and responsibilities include adapting curriculum to meet diverse learning needs, managing a classroom in a secure facility, fostering development of pro-social and life skills for rehabilitation and successful integration into the community.

Career Technical Education provides students with career and academic skills. It additionally provides soft skills needed in the workplace such as critical thinking, communication, teamwork, integrity, ethical leadership, creativity and innovation.

NCOE anticipates the Fiscal Year 2025-26 CTE teacher salary is approximately $149,970. Probation shall contribute $50,000 toward the cost of the salary.

The Agreement has an automatic one-year annual renewal ending on June 30, 2027.

Requested Action:

Approve and authorize Agreement 260109B with Napa County Office of Education for the term August 11, 2025 through June 30, 2026 with a contract maximum of $50,000 and an automatic renewal of one (1) year.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation, 1420000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The goal of the CTE teacher is to assist youth by making a positive impact by empowering at-risk youth with education, vocational skills, and life skills.
Is the general fund affected?	Yes
Future fiscal impact:	Future appropriation will be budgeted accordingly. Funding is paid by a State realignment program.
Consequences if not approved:	A teacher is needed to provide vocational training to Juvenile Youth to prepare for careers after their release.

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. 260109B

THIS AGREEMENT is made and entered into as of this 11th day of August, 2025, by and between the NAPA COUNTY OFFICE OF EDUCATION, a public educational agency, whose business address is 2121 Imola Avenue, Napa, California 94559, hereinafter referred to as "NCOE", and NAPA COUNTY, a political subdivision of the State of California, whose business address is 1195 Third Street, Room 310, Napa, California 94559, hereinafter referred to as "COUNTY";

RECITALS

WHEREAS, This Agreement is entered into by and between the "NCOE" and the COUNTY for the purpose of NCOE providing a Career Technical Education (CTE) teacher at the COUNTY's Juvenile Hall camp facility, Skyline Academy; and

WHEREAS, NCOE is willing to provide services to COUNTY under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, the parties agree as follows:

1. TERM:

The term of this Agreement shall commence on the date first above written and shall end on June 30, 2026. The term of this Agreement shall be automatically renewed for an additional year at the end of the fiscal year, under the terms and conditions then in effect, not to exceed one (1) additional year, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term.

2. COUNTY OBLIGATIONS:

(a) During the term of this Agreement, COUNTY shall:

(1) Provide access to the camp facility for instructional purposes, including a designated classroom space, necessary equipment, and safety protocols.

(2) Collaborate with NCOE to support the educational needs and behavior management of youth during instructional time.

(3) Pay the agreed-upon share of costs as described below in Section 4.

(4) Comply with all applicable federal, state and local laws prohibiting discrimination.

3. NCOE OBLIGATIONS:

(a) During the term of this Agreement, CONTRACTOR shall:

(1) Employ a qualified CTE teacher credentialed in the relevant subject area.

(2) Provide supervision, professional development, and instructional resources as necessary to ensure quality instruction.

(3) Ensure all instructional services comply with state education laws and applicable CTE program standards.

(4) Maintain records of services provided and expenses incurred.

(5) Submit invoices to COUNTY Probation Department for its agreed-upon share of the total cost.
(6) Comply with all applicable federal, state and local laws prohibiting discrimination.

4. FISCAL AGREEMENT:

(a) During the term of this Agreement the total cost of providing CTE instruction for the Fiscal Year 2025–2026 school year is estimated at $149,969.82:
(1) NCOE shall contribute $99,969.82 toward the total cost of the CTE teacher.
(2) COUNTY shall contribute $50,000 toward the cost of the CTE teacher.
(3) NCOE shall invoice COUNTY Probation Department on a quarterly basis for its share of the costs.
(4) COUNTY shall process payments within 30 days of receipt of invoice, unless otherwise agreed upon in writing.
(5) Any amendments to this Agreement shall be made in writing and signed by COUNTY and NCOE.

5. RELATIONSHIP OF THE PARTIES:

This Agreement shall not constitute, nor shall it be interpreted as constituting, an agreement for hire of the CTE by COUNTY and any CTE providing services under this Agreement is, and shall continue to be, an employee of NCOE under the supervision, management, and control of NCOE.

6. INDEMNIFICATION; INSURANCE:

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

(b) Insurance.

(1) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, COUNTY and NCOE shall provide workers' compensation and employer's liability and waiver of subrogation for their respective employees.

(2) General Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage), or equivalent self-insurance or combination thereof, of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability 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 that party to any

officer, agent, or employee of that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. The parties acknowledge that COUNTY is self-insured for general liability and NCOE accepts such self-insurance as complying with this requirement.

(3) Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than Five Hundred Thousand Dollars ($500,000) combined single limit per occurrence.

(c) Certificates of Coverage. When the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverages shall be evidenced by one or more certificates of coverage which shall be filed with the other party's Secretary or Clerk prior to reimbursement for performance of any of the party's duties under this Agreement; shall name the other party, its officers, employees, and agents as additional insureds; shall be kept current during the term of this Agreement; and shall provide that the other party shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change. Upon request by the other party, the party shall provide or arrange for the insurer to provide the other party with certified copies of the actual insurance policies or relevant portions thereof within thirty (30) days of the request.

7. FUTURE RELATIONSHIP:

Prior to the commencement of COUNTY Fiscal Year 2026-2027, the parties shall meet to discuss the continuance of the services provided under this Agreement.

8. TERMINATION; NOTICES:

Either party may terminate this Agreement for any reason by giving the other party no less than 90 working days' advance written notice of the intent to do so. In the event of termination, both COUNTY and NCOE agree to work in good faith to ensure the transition of services with minimal disruption to students.

To COUNTY:	To NCOE
Amanda Gibbs	Joshua Schultz
Chief Probation Officer	Interim Superintendent
Napa County Probation Department	Napa County Office of Education
212 Walnut Street	2121 Imola Avenue
Napa, California 94559	Napa, California 94559

9. 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.

10. 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.

11. ENTIRETY OF CONTRACT:

This Agreement 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.

12. ELECTRONIC SIGNATURES:

This Agreement 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 the Agreement and shall have the same force and effect as a manually executed original

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

NAPA COUNTY OFFICE OF EDUCATION

By: _____
JOSHUA SCHULTZ
County Superintendent of Schools

"NCOE"

NAPA COUNTY, a political subdivision of the State of California

By: _____
JOELLE GALLEGHER, 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:*Douglas Parker (via e-sign)* Deputy Counsel Date:August 14, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-561

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: James Reese, Associate Engineer

SUBJECT: Approve Agreement with Nacht & Lewis Architects, Inc. for the Sheriff's Building Maintenance Project, PW 25-14

RECOMMENDATION

Approve and authorize Agreement No. 260125B with Nacht & Lewis Architects, Inc for a maximum compensation of $385,020 to provide investigation and assessment services for the "Sheriff's Building Maintenance Project," PW 25-14. (Fiscal Impact: $385,020 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Sheriff's Facility, constructed in 2005, is now showing signs of deterioration, including paint failure, cracking of the exterior insulation and finish system (E.I.F.S.), and aging of the roof. To address these issues, the project will include site visits, review of existing documents, condition testing of walls and roof, preparation of a preliminary recommendations report, and development of repair plans, specifications, and cost estimates.

Architectural Services

Nacht & Lewis Architects, Inc.-selected under the County's 2022-2027 On-Call Architectural Services contract-will perform site investigations and prepare design and construction documents. The scope of work includes rehabilitation of the facility's exterior envelope, which may involve, but is not limited to, the following:

- Removing and replacing bird netting
- Power-washing the facility and surrounding hardscape
- Repainting the exterior (three existing E.I.F.S. colors) and painting miscellaneous metal and exposed structural steel, including car canopies
- Replacing gutters and downspouts

- Applying water repellents to CMU surfaces
- Investigating the existing single-ply roofing system, preparing an assessment with recommendations, and assuming full replacement of the roof and flashing at curbs, parapets, and other roof elements

Requested Action:

Approve and authorize Agreement No. 260125B with Nacht & Lewis Architects, Inc. in the amount of $385,020 for design and construction administration services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff Facility Rehab Project (Fund 3000, Subdivision 3000501, Project 26006)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Addressing the maintenance needs for Sheriff's Facility is necessary to keep it operational for the future.
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, including construction.
Consequences if not approved:	The Sheriff's facility will continue to deteriorate.

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.

Sheriff's Facility Maintenance Project, PW 25-14 8/18/25

			DESIGN 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	$4,000,000	$0	$0	$0	0%	$0
Construction Contingency (25%)	$1,000,000	$0	$0	$0	0%	$0
Design and Engineering	$385,020	$0	$385,020	$0	0%	$385,020
Deisgn and Engineering Contingency (10%)	$38,502	$0	$38,502	$0	0%	$38,502
County Project Management/Administration	$133,567	$0	$76,478	$5,000	0%	$71,478
Construction Management	$432,865	$0	$0	$0	0%	$0
TOTAL*	$5,989,954	$0	$500,000	$5,000	1%	$495,000

NAPA COUNTY AGREEMENT NO. _260125B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 9th day of September 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Nacht & Lewis Architects, Inc., a California corporation, whose business address is 600 Q Street, Suite 100, Sacramento, CA 95811 hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services to provide investigation, assessment and recommendations for the Sheriff's Facility, a County-owned property. The project will assess the existing conditions and exterior damages,propose repair recommendations, construction documents, bidding, and construction support.

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to Request for Qualifications for On-Call Architectural/Engineering and other related services for various County Facilities conducted in 2022 and valid until 2027.

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

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

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

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

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant at the fixed price of three hundred eighty-five thousand twenty dollars ($385,020).

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of three hundred eighty-five thousand twenty dollars ($385,020); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

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

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any

liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

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

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is

otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Napa County Department of Public Works 1195 Third Street, Suite 101 Napa, CA 94559	Nacht & Lewis Architects, Inc. 600 Q Street, Suite 100 Sacramento, CA 95811

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

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

provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

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

Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

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

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

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

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

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

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

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

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

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 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).

NACHT & LEWIS ARCHITECTS, Inc.

By_____
LORENZO LOPEZ, Principal

By_____
MIKE PARROTT, 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	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: August 13, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A
Scope of Services

PROJECT DESCRIPTION:

Napa County has requested a proposal for investigation, assessment and recommendations for the Sheriff's Facility. The facility was built in 2008 and shows signs of paint failure, E.I.F.S. cracking and roof aging. The project does not include path of travel upgrades, since the project was completed in 2008.
Sheriff's Facility

- Remove and replace bird netting.
- Power-wash building and hardscape.
- Provide exterior painting. The existing building has three colors over E.I.F.S. Paint miscellaneous metal and exposed structural steel including car canopies.
- Replace gutters and downspouts.
- Install water repellents to CMU.
- The existing single ply roofing is showing signs of age. Provide investigation, assessment and recommendations. Assume replacement of roof and flashing to existing curbs, parapets and other roof elements to remain.

COUNTY Responsibilities

A. Provide existing available as-built documentation.

B. Provide available hazardous materials testing reports.

C. Provide access to site &/or building for review.

D. Provide review comments and approval design documents.

BASIC SERVICES:

I. Task Order

A. Site visit and investigation to observe and document current conditions. Observations will be documented with field notes, sketches and digital photographs. Provide E.I.F.S. assessment of moisture at cracks to determine if there is a widespread problem to be further investigated. Provide test cuts on existing walls to observe the adhesion characteristics of the existing paint.

B. Review as-built documentation and reports. Develop electronic backgrounds.

C. Develop report of findings and recommendations. Provide drawings to document repairs, typical details and specifications.

D. Meet to discuss design and approach with County.

E. Finalize report based on County comments.

F. Submit preliminary construction documents

a. Provide preliminary code analysis and path of travel requirements for the area of work
b. Provide preliminary demolition plan(s)
c. Provide preliminary floor plan(s)
d. Provide preliminary roof plans
e. Provide preliminary exterior elevations to indicate locations for painting and repair and preliminary reference for key details for repairs.
f. Provide key repair details
g. Provide cut sheets for products and systems

G. Develop design development level cost estimate

H. Meet with County to discuss comments

I. Submit construction documents

a. Provide code analysis and path of travel requirements for the area of work
b. Provide demolition plan(s)
c. Provide floor plan(s)
d. Provide roof plans
e. Provide exterior elevations to indicate locations for painting and repair and reference for details for repairs.
f. Provide repair details
g. Provide specifications

J. Develop construction document level cost estimate

K. Meet with County to discuss comments

L. Finalize Construction Documents

M. Attend pre-bid conference

N. Respond to bidder’s questions

O. Develop technical addenda

P. Attend pre-construction conference

Q. Review and respond to contractor RFIs

R. Review contractor submittals.

S. Provide 5 site visits to review progress of construction for conformance to the design intent.

T. ABB to provide 8 site visits to review progress of construction for conformance to the design intent.

U. Review contractor's punchlist

V. Deliverables:

1. Draft report; provide electronically in PDF format.
2. Final report, provide electronically in PDF format
3. Preliminary construction documents documents; provide electronically in PDF format.
4. 95% construction documents; provide electronically in PDF format.
5. Final construction documents

W. Meetings:

1. One (1) site investigation meeting
2. One (1) virtual meeting with stakeholders to review design
3. One (1) virtual meeting with stakeholders to review preliminary construction documents
4. One (1) virtual meeting with stakeholders to review construction documents
5. One (1) pre-bid conference
6. One (1) pre-construction conference
7. Five (5) virtual construction progress meetings
8. Four (4) site visits

X. Schedule

1. Investigation and reporting: 8 weeks
2. County review and comments: 1 week
3. Final report: 1 weeks
4. Preliminary Construction Documents 12 weeks
5. Construction Documents 12 weeks

6. Bidding 13 weeks

7. Construction 26 weeks

II. Extra Services Not Included

The following services and items are not included in this proposal and may require additional compensation if and when such services are requested:

1. Replacement of Mechanical HVAC equipment.
2. Electrical or lighting scope.
3. Photovoltaic panel scope.
4. Structural Engineering.
5. Accessibility barrier removal investigation and report.
6. Site utilities.
7. Life-cycle cost analysis or energy studies
8. Fire suppression design services.
9. Electrical service and building distribution upgrades
10. Lighting design
11. Communication systems (low voltage)
12. Fire alarm system upgrades
13. Civil and landscape architecture design services
14. Multiple design document packages and bid alternates
15. Commissioning
16. Any and all fees associated with building department application and review, and/or other agency permitting requirements.
17. Utility rebate program services
18. LEED or similar third party sustainability certification
19. Major revisions to completed drawings and specifications if required. Revisions of approved design and construction documents to accommodate changes when so directed by the owner.
20. Rework required to the design and construction documents for changes in code requirements that occur during any phase of the project.
21. Evaluation of primary gravity and lateral system
22. Mock-up services.
23. Contractor delays
24. CMU waterproofing and E.F.I.S. repair design if investigation determines damage.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

[Reserved]

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

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

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

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

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1237

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Estrella Munoz, Junior Engineer

SUBJECT: Project Creation and Budget Amendment for the "Napa Library Furniture Project," PW 25-21.

RECOMMENDATION

Approve and authorize creation of Capital Improvement Project 26014 for the "Napa Library Furniture Project," PW 25-21 and approve a Budget Amendment to increase Engineering Services appropriations by $20,000. (Fiscal Impact: $20,000 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 have been working with Facilities By Design, the County's on-call interior design consultant, to finalize a furniture package. The $20,000 requested will be used by Public Works engineering staff to prepare construction documents for public bidding based on the finalized package.

Requested Actions:

1. Create a new project for the "Napa Library Furniture Project", PW 25-21; and

2. Approve a Budget Amendment to increase Engineering Services appropriations by $20,000 (Fund 2020, Sub-Division 2020501, Project 26014, Account 52145) offset by use of Fund Balance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The project will help the library better serve the community.
Is the general fund affected?	No
Future fiscal impact:	Staff will return to request another budget amendment to fully fund the project.
Consequences if not approved:	The Napa Library's furniture will continue to deteriorate, and the existing pods do not provide proper study environments for users.

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1444

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Juan Arias, Deputy Director of Public Works

SUBJECT: Replacement Jail State Sub-lease Approvals

RECOMMENDATION

Adopt a Resolution authorizing the County Executive Officer to execute and deliver a facility sublease for and ratifying all previous actions with respect to the Napa County Replacement Jail Project and authorizing certain actions in connection therewith. (No Fiscal Impact)

BACKGROUND

The State of California (State) is providing lease revenue bond financing to fund $22.8 million for the construction of the Replacement Jail. The State is in the process of selling the bonds and requires execution of various documents by the County. This resolution provides for authorization for the County Executive Officer to execute the Facility Sublease between the State of California Board of State and Community Corrections (BSCC) and the County of Napa.

Upon issuance of the bonds, the County is required to enter into a 25 year sublease with the Board of State and Community Corrections of the State of California. The form of the sublease is being presented to the Board of Supervisors for approval at the meeting at which this resolution is being adopted. The Facility sublease will provide security for the Bonds being issued. The Facility Sublease delineates the County's responsibilities including that of the maintenance and operating costs for the facility and insurance requirements. In addition, the County is to obtain the prior written consent of BSCC before it makes any change in use of the facility. The same requirement applies to the subletting, assigning or allowance of any third party to use any portion of the facility.

Attached are the resolution and the form of the Facility Sublease.

Requested Actions:

Director of Public Works requests adoption of a resolution authorizing the County Executive Officer to execute and deliver a facility sublease for and ratifying all previous actions with respect to the Replacement Jail Project and authorizing certain actions in connection therewith.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Necessary documents are to be executed by the County so that bonds are sold by the State to provide funding for the project.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	State funding for the project may not be provided

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (Existing Facilities) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR Â§15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

RESOLUTION NO. __-___

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A FACILITY SUBLEASE FOR THE NAPA JAIL PROJECT AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the County of Napa (the "County"), the State Public Works Board of the State of California (the "Board"), and the Board of State and Community Corrections of the State of California (the "Department") have previously entered into that certain Project Delivery and Construction Agreement dated as of February 12, 2018, with respect to the construction of an adult local criminal justice facility, commonly known as the Napa Jail Project described in Exhibit A hereto (together, the "Project"); and

WHEREAS, the County has leased to the Department certain real property (the "Site") described in Exhibit B to that certain Ground Lease dated as of July 25, 2022 by and between the County, as landlord, and the Department, as tenant, and consented to by the Board, and recorded on September 19, 2022 in the Official Records of the County as Document No. 2022-0017268 (the "Ground Lease") on which the Project has been constructed; and

WHEREAS, the Department and the County also entered into that certain Easement Agreement for Grants of Access, Utilities and Repairs dated as of August 18, 2022 and recorded on September 19, 2022 in the Official Records of the County as Document No. 2022-0017269 (the "Easement Agreement") pursuant to which the County granted to the Department and the Board certain appurtenant easements in certain property adjacent to the Site; and

WHEREAS, the Board intends to provide long-term financing for the Project through the issuance and sale of lease revenue bonds of the Board (the "Bonds") as authorized by the State Building Construction Act of 1955 (being Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15800) (the "Act"), which Bonds will be secured, in part, by the Base Rental payments to be made under a Facility Lease to be entered into by and between the Department and the Board (the "Facility Lease"); and

WHEREAS, in connection with the issuance of the Bonds, the Department intends to lease the Site to the Board pursuant to the terms of a Site Lease between the Board and the Department (the "Site Lease") and the Board intends to lease the Site and the Project (together, the "Facility") to the Department pursuant to the terms of the Facility Lease; and

WHEREAS, upon the issuance of the Bonds, the County and the Department intend to enter into a Facility Sublease (the "Facility Sublease"), the form of which has been presented to the Board of Supervisors for approval at the meeting at which this resolution is being adopted;

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

SECTION 1. Each of the foregoing recitals is true and correct.

SECTION 2. The form of the Facility Sublease presented at this meeting is hereby approved. Each of the Chair of the Board of Supervisors, the County Executive Officer, and the Assistant County Executive Officer, (or any acting or interim of such positions or their designees) (collectively, the "Authorized Officers"), acting alone, is hereby authorized for and in the name of the County to execute, and the Clerk of the Board of Supervisors is authorized to attest, the Facility Sublease, in substantially the form hereby approved, with such additions thereto and changes therein as are required by the Department or the Board as conditions to the issuance of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery thereof by any one of the Authorized Officers each of whom, acting alone, is authorized to approve such changes. Each of the Authorized Officers is further authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Facility Sublease. The County hereby consents to the terms of the Site Lease and the Facility Lease and acknowledges that the County's right to occupy the Facility pursuant to the Facility Sublease may be terminated in accordance with Section 10 of the Facility Sublease, including (i) in the event of a default under the Facility Lease, as a result of the Board exercising its rights to re-enter and re-let the Facility in accordance with the Facility Lease, and (ii) in the event of a default under the Facility Sublease as a result of the Department exercising its rights to re-enter and re-let the Facility in accordance with the Facility Sublease.

SECTION 3. The County affirms that the Ground Lease and the Easement Agreement, as amended through and including the date hereof, remain in full force and effect and enforceable against the County in accordance with their terms.

SECTION 4. Each of the Authorized Officers and the other officers of the County, acting alone, is hereby authorized to do any and all things and to execute and deliver any and all documents, certificates (including tax certificates) and agreements (including any additional amendments to the Ground Lease and Easement Agreement) which they may deem necessary and advisable in order to consummate the execution and delivery of the Facility Sublease and the issuance of the Bonds and otherwise effectuate the purposes of this Resolution. In the event that the Clerk of the Board of Supervisors is unavailable or unable to execute and deliver any of the above-referenced documents, any deputy clerk may validly execute and deliver such document.

SECTION 5. This Resolution shall take effect from and after its date of adoption.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the _____ day of _____, _____, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Corey S, Utsurogi* Deputy County Counsel Date: ____8/27/25_____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

DESCRIPTION OF PROJECT

Napa Jail Project: The Napa Jail Project (SB 844 and SB 863) includes the construction of a single building, which provides a total of 109,000 square feet of housing, treatment, and administrative space on approximately 10 acres of county-owned land located in an unincorporated area of the County of Napa. The Project consists of 332 beds (304 beds plus an additional 28 medical/mental health beds), a 4,970 square foot fenced vehicle sallyport, and associated site improvements.

The Napa Jail Project includes a lobby and public visiting space; space for intake, transfer, and release; a medical wellness clinic; housing support and programs; central control area; administration and staff support areas; a kitchen; laundry and building support spaces; eight 32-bed housing pods; two 24-bed dormitories; and one 28-bed mental health pod. A maintenance shop building is also connected to the back of the dormitory recreation yard.

The building is constructed of steel, concrete, and reinforced masonry block as Type I construction, which provides long-term durability, earthquake resistance, and fire resistance. The exterior finish includes masonry block, cement plaster, and formed metal wall panels. The interior finish includes sealed concrete, vinyl tiles, carpet, wall murals, and wood panel ceilings intended to provide a visually pleasing environment and to enhance the occupant experience. The buildings are equipped with automatic fire alarms and fire sprinkler systems to minimize the property damage and protect the safety of occupants.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

STRADLING YOCCA CARLSON & RAUTH
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: Lawrence Chan, Esq.

[Space above for Recorder's use.]

FACILITY SUBLEASE

by and between the

BOARD OF STATE AND COMMUNITY CORRECTIONS OF THE STATE OF CALIFORNIA,
as Sublessor

and

COUNTY OF NAPA,
as Sublessee

Dated as of _____ 1, 2025

NAPA JAIL PROJECT
(NAPA COUNTY)

NO DOCUMENTARY TRANSFER TAX DUE. This Facility Sublease is recorded for the benefit of the State of California and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and from recording fees pursuant to Sections 6103, 27383 and 27388.1 (a)(2)(D) and (d)(2) of the California Government Code. Lease term less than 35 years.

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FACILITY SUBLEASE

This Facility Sublease (the "Facility Sublease"), dated as of _____1, 2025, is made and entered into by and between the BOARD OF STATE AND COMMUNITY CORRECTIONS OF THE STATE OF CALIFORNIA, as sublessor (the "Department") and the COUNTY OF NAPA, a political subdivision of the State of California, as sublessee (the "Participating County").

R E C I T A L S

WHEREAS, pursuant to Chapter 3.131 of Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15820.93 and Chapter 3.132 of Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15820.94 (together, the "Law"), the State Public Works Board (the "Board") is authorized to finance the acquisition, design, and construction of an adult local criminal justice facility; and

WHEREAS, in accordance with the Law the Participating County has constructed an adult local criminal justice facility as described in Exhibit B hereto (the "Project"), which is located at 2210 Napa Vallejo Highway, Napa, CA 94558, on the real property described and depicted in Exhibit A hereto (the "Site"), fee title to which is owned by the Participating County; and

WHEREAS, the Participating County, as fee owner of the Site, has leased the Site to the Department pursuant to a Ground Lease, dated July 25, 2022 executed by and between the Participating County, as landlord, and the Department, as tenant, and consented to by the Board, and recorded on September 19, 2022 in the Official Records of the County of Napa as Document No. 2022-0017268 (the "Ground Lease"); and

WHEREAS, further to the terms of the Ground Lease, the Department and the Participating County also entered into that certain Easement Agreement for Grants of Access, Utilities and Repairs dated as of August 18, 2022 and recorded on September 19, 2022 in the Official Records of the County of Napa as Document No. 2022-0017269 (the "Easement Agreement") pursuant to which the Participating County granted to the Department and the Board certain appurtenant easements in certain property described in the Easement Agreement and depicted in Exhibit A hereto (the "Easement Property") necessary for the quiet enjoyment and beneficial use of the Site by the Department and the Board; and

WHEREAS, pursuant to the Law, the Board has issued the Bonds (as defined in the Facility Lease (as defined below)) to finance and refinance the Project, in conjunction with which the Department, as lessor, and the Board, as lessee, entered into the Site Lease (as defined in the Facility Lease), providing for the sublease of the Site, the existing improvements thereon and all rights appurtenant thereto to the Board, and the Board, as lessor, and the Department, as lessee, entered into a facility lease dated as of _____ 1, 2025, as amended from time-to-time (the "Facility Lease"), providing for the leasing of the Site and the Project to the Department (the Site, together with the Project, the "Facility"); and

WHEREAS, the Site Lease and the Facility Lease will provide security for the Bonds which have been issued by the Board under the Indenture (as defined in the Facility Lease), by and between the Board and the Treasurer of the State of California, as trustee (the "State Treasurer"); and

WHEREAS, the Department, pursuant to the Law, is authorized to enter into one or more subleases and/or contracts with the Participating County; and

WHEREAS, the Participating County, as sublessee, will be responsible for all the maintenance and operating costs for the Facility; and

WHEREAS, payment of the principal of and interest on the Bonds will be made through rental payments made under the Facility Lease by the Department from annual appropriations to the Department included in the State budget, but the costs of operating and maintaining the Facility will be paid by the Participating County; and

WHEREAS, it is the intent of the parties that, upon the payment in full of the Bonds and all other indebtedness incurred by the Board for the Project, if any, the Ground Lease, the Easement Agreement, the Site Lease, the Facility Lease and this Facility Sublease will terminate in accordance with their respective terms and fee title to the Project will vest in the Participating County pursuant to the terms and conditions in the Ground Lease.

NOW THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned such terms in the Facility Lease or the Indenture.

SECTION 2. Sublease of the Facility to the Participating County Subject to Facility Lease. The Participating County hereby leases the Facility from the Department, and the Department hereby leases the Facility to the Participating County, on the terms and conditions hereinafter set forth, subject to all easements, encumbrances and restrictions of record, including without limitation, the terms and conditions of the Site Lease and Facility Lease. This Facility Sublease is in all respects subordinate and subject to the Facility Lease. The Participating County covenants it shall continuously operate and maintain the Facility and shall have no right to abandon the Facility.

SECTION 3. Term. The term of this Facility Sublease shall commence on the date of initial issuance and delivery of the Bonds and shall terminate on the same date as the Facility Lease, unless such term is extended by the parties hereto, or unless sooner terminated as provided herein, provided, however, except as set forth in Section 10(b) or (c), no termination of this Facility Sublease shall occur until all the Bonds and all other indebtedness incurred by the Board for the Project, if any, have been fully repaid.

SECTION 4. Consideration and Conflict between Documents. The Department makes this Facility Sublease in consideration for the public benefit to the State of California (the "State") provided by the Project, which is described in Government Code Sections 15820.933 and 15820.943, and for undertaking by the Participating County of the financial obligations required under this Facility Sublease. This Facility Sublease is subject to the terms of the Ground Lease, Easement Agreement, Site Lease and Facility Lease and in the event of a conflict between this Facility Sublease and any of the Ground Lease, Easement Agreement, Site Lease or the Facility Lease, the provisions of the Ground Lease, Easement Agreement, Site Lease or the Facility Lease, as the case may be, shall control.

SECTION 5. Purpose and Use. The Site shall be used by the Participating County for the purpose of staffing, operating and maintaining the Project and appurtenances related thereto, in order

to provide the Project and for such other purposes as may be ancillary and related thereto for State and local criminal justice agencies. The Participating County shall be required to obtain the prior written consent of the Department and the Board for any change in use of the Facility, or any part thereof and at the request of the Department or the Board, the Participating County shall furnish the Department and the Board with an opinion of nationally recognized bond counsel acceptable to the Board to the effect that such change in use will not, in and of itself, cause the interest on the Bonds issued on a tax-exempt basis to be included in gross income for federal income tax purposes.

SECTION 6. Obligations of Participating County.

(a) Maintenance, Repair, Replacement and Utilities. The Participating County shall, at its own cost and expense, pay for all maintenance and repair, both ordinary and extraordinary, of the Facility. The Participating County shall at all times maintain, or otherwise arrange for the maintenance of, the Facility in good condition, and the Participating County shall pay for, or otherwise arrange for, the payment of all utility services supplied to the Facility, and shall pay for, or otherwise arrange for, the payment of the costs of the repair and replacement of the Facility resulting from ordinary or extraordinary wear and tear or want of care on the part of the Participating County or any other cause (except for a catastrophic uninsured loss), and shall pay for, or otherwise arrange for, the payment of any insurance policies, except those provided by the Department pursuant to the Facility Lease.

(b) Rent. The Department shall pay all Base Rental and Additional Rental as defined in and as required under the Facility Lease. The Participating County shall pay upon the order of the Department or the Board as rent hereunder such amounts, if any, in each year as shall be required by the Department or Board for the payment of all applicable taxes and assessments of any type or nature assessed or levied by any governmental agency or entity having power to levy taxes or assessments charged to the Department, the Board or the State Treasurer affecting or relating to the Facility or their respective interests or estates therein. Except for the Base Rental and Additional Rental obligations and insurance obligations as specified in the Facility Lease, the Department shall have no duty under this Facility Sublease to pay for any other costs to maintain and operate the Facility. The rent required under this Section 6(b) shall be abated proportionately during any period in which the Department's obligation to pay rent under the Facility Lease shall be abated.

The Participating County shall submit to the Department within 15 Business Days of the final adoption of the Participating County's budget each year, a copy of its approved and authorized budget, or other written information acceptable to the Department, that details the amounts allocated to maintain and operate the Facility, including any reserves. On November 1 of each year during the term of this Facility Sublease, the Department shall submit a report to the Board including a summary of the information provided by the Participating County as set forth in this paragraph. This report shall be in a form approved by the Board and shall incorporate any other summary to be provided by the Department pursuant to the terms of any facility sublease entered into by the Department in connection with facilities constructed pursuant to the Law, as applicable.

SECTION 7. Insurance.

(a) Insurance Obligations of the Department. The Department will pay or cause to be paid the cost of all insurance required to be maintained under the Facility Lease. The Participating County will not be required to pay or reimburse the Department or any other State agency for these insurance costs or any deductible paid by the State. The Department will provide, or cause to be

provided, proof of insurance coverage to the Participating County upon request of the Participating County.

In the event of (i) damage or destruction of the Facility caused by the perils covered by the insurance required under the Facility Lease and (ii) if the Board elects, under the terms of the Facility Lease and the Indenture, to redeem the outstanding Bonds, and (iii) if any insurance proceeds remain after the Bonds have been redeemed and such remaining proceeds are not needed under the terms of the Indenture, and (iv) such funds are distributed to the Department, then the Department agrees to distribute such funds to the Participating County.

The Department will not insure the Participating County's equipment, stored goods, other personal property, fixtures, or tenant improvements, nor such personal property owned by Participating County's, subtenants or assigns, if any, or invitees. The Department shall not be required to repair any injury or damage to any personal property or trade fixtures installed in the Facility by the Participating County caused by fire or other casualty, or to replace any such personal property or trade fixtures. The Participating County may, at its sole option and expense, obtain physical damage insurance covering its equipment, stored goods, other personal property, fixtures or tenant improvement or obtain business interruption insurance.

To the extent permitted by law, the Department and the Participating County agree to release the other and waive their rights of recovery against the other for damage to the Facility or their respective property at the Facility arising from perils insured under any commercial property insurance listed in this Facility Sublease or the Facility Lease. The property insurance policies of the Department and the Participating County shall contain a waiver of subrogation endorsement in favor of the other.

(b) Insurance Obligations of the Participating County. The Participating County, at its own cost and expense, shall secure and maintain or cause to be secured and maintained from an insurance company or companies approved to do business in the State of California and maintain during the entire term of this Facility Sublease, the following insurance coverage for the Facility:

(1) General liability insurance in an amount not less than one million Dollars ($1,000,000) per occurrence. Evidence of such insurance shall be on a General Liability Special Endorsement form and should provide coverage for premises and operations, contractual, personal injury and fire legal liability;

(2) By signing this Facility Sublease, the Participating County hereby certifies that it is aware of the provisions of Section 3700, *et seq*., 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 that it will comply, and it will cause its subtenants and assignees to comply, with such provisions at all such times as they may apply during the term of this Facility Sublease.

(3) Auto insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of not less than one million dollars ($1,000,000) per occurrence. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles or coverage for any auto.

(c) Additional Insureds. The Participating County agrees that the Department and the Board and their officers, agents and employees shall be included as additional insureds in all insurance required herein.

(d) Insurance Certificate. The Participating County shall submit or cause to be submitted to the Department, by no later than June 30th of each year, a certificate of insurance or other evidence of insurance in a form satisfactory to the Department demonstrating that the insurance required to be maintained by the Participating County hereunder is in full force and effect.

(e) Self-Insurance. Notwithstanding any other provision of this Section, the Participating County may satisfy the insurance obligations hereunder by a combination of commercial insurance, formal risk pooling under California statutory provisions, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by the Participating County and acceptable to the Department and the Board. The Participating County shall furnish the Department and the Board with a certificate or other written evidence of the Participating County's election to provide or cause to be provided all or part of its coverage under a risk pooling, risk retention, or self-insurance program or any combination thereof.

SECTION 8. Assignment, Subletting of Facility or Third Party Use.

(a) The Participating County shall not sublet, assign or allow any third party, including but not limited to the federal government or any agency or instrumentality thereof, to use any portion of the Facility, or permit its subtenants, assignees or third party users to sublet or assign portions of the Facility, without obtaining the prior written consent and approval of the Department and the Board, which may be granted or denied in their sole discretion, and, provided further, that any such sublease, assignment or use agreement shall be subject to the following conditions:

(1) Any sublease, assignment or use agreement related to the Facility entered into or consented to by the Participating County shall explicitly provide that such agreement is subject to all rights of the Board under the Facility Lease, including, the Board's right to re-enter and re-let the Facility or terminate the Facility Lease upon a default by the Department and to all rights of the Department under this Facility Sublease including, the Department's right to re-enter and re-let the Facility or terminate this Facility Sublease upon a default by the Participating County; and

(2) At the request of the Department or the Board, the Participating County shall furnish the Department and the Board with an opinion of nationally recognized bond counsel acceptable to the Board to the effect that such sublease, assignment or use agreement will not, in and of itself, cause the interest on the Bonds issued on a tax-exempt basis to be included in gross income for federal income tax purposes.

(b) The Participating County acknowledges that, if the Department breaches the terms of the Facility Lease, a remedy for such breach available to the Board under the Facility Lease is to enter and re-let the Facility to an entity other than the Department. If the Board, at its discretion, chooses to exercise this remedy, the Board agrees that its first offer to relet the Facility shall be made to the Participating County; provided, however, the terms of such offer shall be determined at the sole reasonable discretion of the Board.

(c) This Facility Sublease shall not be subordinated to any sublease, assignment or use agreement.

(d) So long as any Bonds remain outstanding, the obligation under paragraph (a) above for the Participating County to obtain the written consent and approval of the Department and

the Board prior to subletting, assigning or allowing any third party use of any portion of the Facility shall survive the termination of this Facility Sublease.

SECTION 9. Hazardous Materials. The Participating County shall fully disclose in writing to the Department and the Board the existence, extent and nature of any Hazardous Materials (defined below), substances, wastes or other environmentally regulated substances, of which the Participating County has actual knowledge relative to the Facility. The Participating County further warrants, covenants and represents that it will promptly notify the Department and the Board in writing of any change in the nature or extent of any Hazardous Materials, substances or wastes maintained on, in, around or under the Facility or used in connection therewith, of which the Participating County gains actual knowledge, and will transmit to the Department and the Board copies of any citations, orders, notices or other material governmental or other communication received by the Participating County with respect to any other Hazardous Materials, substances, wastes or other environmentally regulated substances affecting the Facility. The Participating County shall ensure (as to itself), and shall use its best efforts to ensure (as to its contractors, consultants, sublessees and other agents), that all activities of the Participating County or any officers, employees, contractors, consultants, sublessees, or any other agents of the Participating County performed at the Facility will be in full compliance with all Environmental Laws, and further agrees that neither the Participating County nor its contractors, consultants, sublessees, agents, officers or employees will engage in any management of solid wastes or Hazardous Materials at the Facility which constitutes noncompliance with or a violation of any Environmental Law. If there is a release of Hazardous Materials on or beneath the Facility which constitutes noncompliance with or a violation of any Environmental Law, the Participating County shall promptly take all action necessary to investigate and remedy such release.

The Participating County shall defend, indemnify and hold the State of California, including, but not limited to, the Department, the Board and their officers, directors, agents, employees and successors and assigns (each, an "Indemnified Party" and, together, the "Indemnified Parties") harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses (including attorneys', consultants', or experts' fees and expenses of every kind and nature) suffered by or asserted against one or more of the Indemnified Parties as a direct or indirect result of any warranty or representation made by the Participating County in the preceding paragraph being false or untrue in any material respect or the breach of any obligation of the Participating County in the preceding paragraph or as a result of any act or omission on the part of the Participating County or any contractor, consultant, sublessee or other agent of the Participating County which constitutes noncompliance with or a violation of any Environmental Law. The indemnification obligations set forth in this paragraph shall survive any termination of this Facility Sublease.

"Hazardous Materials" means any substance, material, or waste which is or becomes, prior to the date of execution and delivery hereof, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous substance", "hazardous material", "toxic substance", "solid waste", "pollutant or contaminant", "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 U.S.C.A §§ 9601 *et seq*.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 U.S.C.A §§ 6901 *et seq*.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 U.S.C.A §§ 1251 *et seq*.]; the Toxic Substances Control Act ("TSCA") [15 U.S.C.A §§ 2601 *et seq*.]; the Federal Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A §§ 136 *et seq*.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A §§ 9601

et seq.]; the Clean Air Act [42 U.S.C.A §§ 7401 *et seq*.]; the Safe Drinking Water Act [42 U.S.C.A §§ 300f *et seq*.]; the Solid Waste Disposal Act [42 U.S.C.A §§ 6901 *et seq*.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A §§ 1201 *et seq*.]; the Emergency Planning and Community Right-to-Know Act [42 U.S.C.A §§ 11001 *et seq*.]; the Occupational Safety and Health Act [29 U.S.C.A §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [Health & Saf. Code §§ 25280 *et seq*.]; the California Hazardous Substances Account Act [Health & Saf. Code §§ 25300 *et seq*.]; the California Hazardous Waste Control Act [Health & Saf. Code §§ 25100 *et seq*.]; the California Safe Drinking Water and Toxic Enforcement Act [Health & Saf. Code §§ 25249.5 *et seq*.]; the Porter-Cologne Water Quality Act [Wat. Code §§ 13000 *et seq*.], including without limitation, Sections 25115, 25117 or 25122.7 of the California Health and Safety Code, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 78075 of the California Health and Safety Code, Division 45, Part 2, Chapter 1 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code.

"Environmental Laws" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to Hazardous Materials to which the Participating County or the Facility is subject, including all those laws referenced above in the definition of Hazardous Materials.

SECTION 10. Termination, Breach, Default and Damages.

(a) This Facility Sublease shall terminate upon the occurrence of the expiration of the Facility Lease as set forth in Section 3.

(b) If the Participating County shall fail to keep, observe or perform any term, covenant or condition contained herein to be kept or performed by the Participating County for a period of sixty (60) days after notice of the same has been given to the Participating County by the Department or the Board or for such additional time as is reasonably required, in the sole discretion of the Department, with the consent of the Board, to correct any of the same, the Participating County shall be deemed to be in default hereunder and it shall be lawful for the Department to exercise any and all remedies available pursuant to law or granted pursuant to this Facility Sublease. Upon any such default, the Department, in addition to all other rights and remedies it may have at law, shall, with the consent of the Board, have the option to do any of the following:

(1) To terminate this Facility Sublease in the manner hereinafter provided on account of default by the Participating County, notwithstanding any re-entry or re-letting of the Facility as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Facility and remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and place such personal property in storage in any warehouse or other suitable place. In the event of such termination, the Participating County agrees to immediately surrender possession of the Facility, without let or hindrance, and to pay the Department and the Board all damages recoverable at law that the Department may incur by reason of default by the Participating County, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained. Neither notice to deliver up possession of the Facility given pursuant to law nor any entry or re-entry by the Department nor any proceeding in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting

such re-entry or obtaining possession of the Facility, nor the appointment of a receiver upon initiative of the Department to protect the Board's interest under the Facility Lease shall of itself operate to terminate this Facility Sublease, and no termination of this Facility Sublease on account of default by the Participating County shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Department shall have given written notice to the Participating County of the election on the part of the Department to terminate this Facility Sublease. The Participating County covenants and agrees that no surrender of the Facility or of the remainder of the term hereof or any termination of this Facility Sublease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Department by such written notice.

(2) Without terminating this Facility Sublease, (i) to enforce any term or provision to be kept or performed by the Participating County or (ii) to exercise any and all rights of entry and re-entry upon the Facility. In the event the Department does not elect to terminate this Facility Sublease in the manner provided for in subparagraph (1) hereof, the Participating County shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the Participating County, and notwithstanding any entry or re-entry by the Department or suit in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting a re-entry or obtaining possession of the Facility. Should the Department elect to re-enter as herein provided, the Participating County hereby irrevocably appoints the Department as the agent and attorney-in-fact of the Participating County to re-let the Facility, or any part thereof, from time to time, either in the Department's name or otherwise, upon such terms and conditions and for such use and period as the Department may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and to place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the Participating County, and the Participating County hereby exempts and agrees to save harmless the Department from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained except for any such costs, loss or damage resulting from the intentional or negligent actions of the Department or its agents. The Participating County agrees that the terms of this Facility Sublease constitute full and sufficient notice of the right of the Department to re-let the Facility in the event of such re-entry without effecting a surrender of this Facility Sublease. The Participating County further agrees that no acts of the Department in effecting such re-letting shall constitute a surrender or termination of this Facility Sublease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the Participating County the right to terminate this Facility Sublease shall vest in the Department to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The Participating County further agrees to pay the Department the cost of any alterations or additions to the Facility necessary to place the Facility in condition for re-letting immediately upon notice to the Participating County of the completion and installation of such additions or alterations.

(c) This Facility Sublease may be terminated at the option of the Board if the Board determines to exercise its right to enter and re-let the Facility under the Facility Lease pursuant to a default by the Department thereunder.

(d) In addition to any default resulting from breach by the Participating County of any term or covenant of this Facility Sublease, if (1) the Participating County's interest in this Facility Sublease or any part thereof be assigned, sublet or transferred without the prior written consent to the Department and the Board, either voluntarily or by operation of law, or (2) the Participating County or

any assignee shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Participating County asks or seeks or prays to be adjudicated as bankrupt, or is to be discharged from any or all of the Participating County's debts or obligations, or offers to the Participating County's creditors to effect a composition or extension of time to pay the Participating County's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of the Participating County's debts or for any other similar relief, or if any such petition or if any such proceedings of the same or similar kind or character be filed or be instituted or taken against the Participating County, or if a receiver of the business or of the property or assets of the Participating County shall be appointed by any court, except a receiver appointed at the insistence or request of the Department or the Board, or if the Participating County shall make a general or any assignment for the benefit of the Participating County's creditors, or (3) the Participating County shall abandon the Facility, then the Participating County shall be deemed to be in default hereunder.

(e) The Department shall in no event be in default in the performance of any of its obligations hereunder unless and until the Department shall have failed to perform such obligations within sixty (60) days or such additional time as is reasonably required to correct any such default after notice by the Participating County to the Department that the Department has failed to perform any such obligation.

(f) The Participating County hereby waives any and all claims for damages caused or which may be caused by the Department in re-entering and taking possession of the Facility as herein provided and all claims for damages that may result from the destruction of or injury to the Facility and all claims for damages to or loss of any property belonging to the Department, or any other person, that may be in or upon the Facility, except for such claims resulting from the intentional or negligent actions of the Department or its agents.

Each and all of the remedies given to the Department hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Department to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation or other utilization by the Department of the Facility. If any statute or rule of law validly shall limit the remedies given to the Department hereunder, the Department nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Department shall prevail in any action brought to enforce any of the terms and provisions of this Facility Sublease, the Participating County agrees to pay reasonable attorney's fees incurred by the Department in attempting to enforce any of the remedies available to the Department hereunder; whether or not a lawsuit has been filed and whether or not any lawsuit culminates in a judgment.

SECTION 11. Additions, Betterments, Extensions or Improvements; Prohibition Against Encumbrance.

(a) Subject to the limitations set forth in this Section 11, at its sole cost and expense, the Participating County shall have the right during the term of this Facility Sublease to make additions, betterments, extensions or improvements to the Facility or to attach fixtures, structures or

signs to the Facility if such additions, betterments, extensions or improvements or fixtures, structures or signs are necessary or beneficial for the use of the Facility by the Participating County; provided, however, that any such changes to the Facility shall be made in a manner that does not result in an abatement of the rental hereunder or the rental due from the Department under the Facility Lease.

(b) If any proposed additions, betterments, extensions or improvements of the Facility require the recommendations to be provided by the Department acting pursuant to the provisions of California Penal Code Section 6029 or other law granting similar regulatory authority to the Department, the Participating County shall, concurrently with the submission to the Department, request the approval of the Department and the Board to such additions, betterments, extensions or improvements. The Participating County acknowledges the commencement of such additions, betterments, extensions or improvements shall be subject to receipt by the Participating County of the Board's approval thereto. In the event the Participating County shall at any time during the term of this Facility Sublease cause any additions, betterments, extensions or improvements to the Facility to be acquired or constructed or materials to be supplied in or upon the Facility, the Participating County shall pay or cause to be paid when due all sums of money that may become due, or purporting to be due for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the Participating County in, upon or about the Facility and shall keep the Facility free of any and all mechanics' or materialmen's liens or other liens against the Facility or the Department's or the Board's interest therein. In the event any such lien attaches to or is filed against the Facility or the Department's or the Board's interest therein, the Participating County shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Participating County desires to contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the Participating County shall forthwith pay or cause to be paid and discharged such judgment. In accordance with Section 20, the Participating County agrees to and shall, to the maximum extent permitted by law, defend, indemnify and hold the Department, the Board, the State Treasurer and their officers, directors, agents, employees, successors and assigns harmless from and against and defend each of them against any claim, demand, loss, damage, liability or expense (including attorneys' fees) as a result of any such lien or claim of lien against the Facility or the Department's or the Board's interest therein.

(c) The Participating County agrees it will not create or suffer to be created any recorded or unrecorded mortgage, pledge, lien, charge, easement, rights of way or other rights, reservations, covenants, conditions, restrictions or encumbrance upon the Facility or the Easement Property except Permitted Encumbrances (defined below).

The term "Permitted Encumbrances" means as of any particular time: (1) liens for general ad valorem taxes and assessments, if any, not then delinquent; (2) the Ground Lease, the Site Lease and the Facility Lease, as they may be amended from time to time; (3) easements (including the Easement Agreement), rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, which exist of record as of the date of issuance of the Bonds; (4) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, established following the date of issuance of the Bonds and to which the Board consents in writing; and (5) this Facility Sublease and any sublease, assignment or use agreement approved by the Board in accordance with Section 8 hereof.

(d) The Department hereby covenants and agrees that, except as set forth in Sections 8 and 10, neither this Facility Sublease nor any interest of either party in this Facility Sublease shall be sold, mortgaged, pledged, assigned, or transferred by voluntary act or by operation of law or otherwise.

(e) The Participating County shall not in any manner impair, impede, or challenge the security, rights and benefits of the owners of the Bonds or the trustee for the Bonds.

SECTION 12. Continuing Disclosure. The Participating County hereby covenants and agrees that it will fully cooperate with the Department, the Board and the State Treasurer so that they can comply with and carry out all of the provisions of the Continuing Disclosure Agreement and will provide all information reasonably requested by the Department, the Board or the State Treasurer regarding the Facility, in connection with continuing disclosure obligations. The Participating County further covenants to provide notice to the Department, the Board and the State Treasurer within five Business Days of the occurrence of any event which causes any portion of the Facility not to be available for beneficial use or occupancy by the Participating County.

SECTION 13. Status of Private Activity Use of the Facility. The Participating County hereby covenants and agrees to provide information to the Department and the Board by January 31 of each year regarding "Private Use" (as such term is defined in Section 14(d) below), if any, of the Facility. Any such private use must be consistent with the Participating County's covenants pursuant to Section 14 hereof. The information that must be updated annually is set forth in the Tax Certificate that was executed and delivered by the Board upon the initial issuance of the Bonds and acknowledged to by the Participating County in its certificate attached to the Tax Certificate. The obligations of the Participating County set forth in this Section shall survive any termination of this Facility Sublease so long as any Bonds issued on a tax-exempt basis remain outstanding.

SECTION 14. Tax Covenants.

(a) The Participating County covenants that it will not use or permit any use of the Facility, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended; and any applicable regulations promulgated from time to time thereunder. The Participating County further covenants that it will not take any action or fail to take any action, if such action or the failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds which are issued on a tax-exempt basis.

(b) The Participating County covenants that it will not use or permit more than 10% of (i) the proceeds of the Bonds which are issued on a tax-exempt basis or the Project to be used in the aggregate for any activities that constitute a "Private Use" (as such term is defined in paragraph (d) below). The Participating County covenants that it will not cause more than 10% of the principal of or interest on the Bonds which are issued on a tax-exempt basis under the terms thereof or any underlying arrangement, to be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or which will be derived from payments in respect of property used for a Private Use.

(c) The Participating County covenants that it shall not take or permit to be taken any action or actions which would cause more than 5% of the proceeds of the Bonds which are issued on a tax-exempt basis or the Project to be used for a Private Use that is unrelated or disproportionate

to the governmental use of the proceeds of such Bonds (an "Unrelated or Disproportionate Use") or to cause more than 5% of the principal of or interest on such Bonds to be directly or indirectly secured by any interest in property used or to be used for a Private Use that is an Unrelated or Disproportionate Use or in payments in respect of property used or to be used for a Private Use that is an Unrelated or Disproportionate Use.

(d) The term "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities other than a "governmental person," which is defined within Treasury Regulation Section 1.141-1(b) as a state or local governmental unit or any instrumentality thereof. A "governmental person" does not include the United States or any agency or instrumentality thereof. The leasing of property financed or refinanced with proceeds of the Bonds which are issued on a tax-exempt basis or the use by or the access of a person or entity other than a governmental unit to property or services on a basis other than as a member of the general public shall constitute a Private Use. Private Use may also result from certain management and service contracts as described in paragraph (e) below.

(e) The Participating County will not enter into any arrangement with any person or entity other than a state or local governmental unit which provides for such person to manage, operate, or provide services with respect to the Facility (or any portion thereof) (a "Service Contract"), unless the guidelines set forth in Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 (the "Guidelines"), are satisfied and the Board, in its discretion, consents to such Service Contract.

(f) The Participating County covenants to maintain records relating to the Project as are required to be maintained by it in accordance with the Tax Certificate.

(g) The obligations of the Participating County set forth in this Section shall survive any termination of this Facility Sublease so long as any Bonds which are issued on a tax-exempt basis remain outstanding.

SECTION 15. No Merger. The parties hereto intend that there shall be no merger of any estate or interest created by this Facility Sublease with any other estate or interest in the Facility, or any part thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Facility created by this Facility Sublease as well as another estate or interest in the Facility.

SECTION 16. Waste. The Participating County shall not commit, suffer, or permit any waste or nuisance on or within the Facility or any acts to be done thereon in violation of any laws or ordinances.

SECTION 17. Amendments. This Facility Sublease may not be amended, changed, modified or altered without the prior written consent of the parties hereto and the Board.

SECTION 18. Waiver. Any waiver granted by the Department of any breach by the Participating County of any agreement, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, covenant or condition hereof. The Department shall not grant any such waiver without the prior written consent of the Board.

SECTION 19. Non-Liability of the Department and other State Entities. Any obligation of the Department created by or arising out of this Facility Sublease shall not impose a debt or pecuniary

liability upon the Department, the Board or the State of California, or a charge upon the general credit or taxing powers thereof, but shall be payable solely out of funds duly authorized and appropriated by the State.

The delivery of this Facility Sublease shall not, directly or indirectly or contingently, obligate the Board, the Department, the State Treasurer or the State of California to levy any form of taxation therefor or to make any appropriation. Nothing herein or in the proceedings of the Participating County, the Board or the Department shall be construed to authorize the creation of a debt of the Board, the Department, the State Treasurer or the State of California, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of the Board, the Department or the State of California.

SECTION 20. Indemnification. As required by California Government Code Sections 15820.934 and 15820.944 the Participating County agrees to indemnify, defend, and hold harmless the Indemnified Parties for any and all claims and losses accruing and resulting from or arising out of the acquisition, design and construction of the Project and the Participating County's use and occupancy of the Facility, including the use and occupancy of the Facility by any sublessee or invitee of the Participating County. The Participating County's obligation to indemnify, defend and hold harmless under this Section shall extend to all such claims and losses arising, occurring, alleged, or made at any time, including prior to, during, or after the period that this Facility Sublease is in full force and effect. Notwithstanding the preceding sentence, the Participating County will not be required to indemnify, defend or hold harmless an Indemnified Party from any claim which arises, in whole or in part, from the gross negligence or willful misconduct or omission of such Indemnified Party. The indemnification obligations of the Participating County set forth in this Section shall survive any termination of this Facility Sublease.

SECTION 21. Law Governing. This Facility Sublease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist. Any action or proceeding to enforce or interpret any provision of this Facility Sublease shall, to the extent permitted by law, be brought, commenced or prosecuted in the courts of the State located in the County of Sacramento, California.

SECTION 22. Headings. All section headings contained in this Facility Sublease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Facility Sublease.

SECTION 23. Notices. All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Department:	Board of State and Community Corrections 2590 Venture Oaks Way Sacramento, CA 95833 Attention: Executive Officer
To the Board:	State Public Works Board 915 "L" Street, 9th Floor Sacramento, CA 95814 Attention: Executive Director
To the State Treasurer:	Treasurer of the State of California Public Finance Division P.O. Box 942809 Sacramento, CA 94209-0001 Attention: Public Finance Division
To the Participating County:	County of Napa 1195 Third Street Room 310 Napa, CA 94559 Attention: [TITLE]

The address to which notices shall be mailed as aforesaid to any party may be changed by written notice given by such party to the others as hereinabove provided.

SECTION 24. Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION 25. Validity and Severability. If for any reason this Facility Sublease or any part thereof shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the Department or by the Participating County, all of the remaining terms of this Facility Sublease shall nonetheless continue in full force and effect. If for any reason it is held by such a court that any of the covenants and conditions of the Participating County hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Facility Sublease is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the Participating County annually in consideration of the right of the Participating County to possess, occupy and use the Facility, and all the other terms, provisions and conditions of this Facility Sublease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect, to the extent permitted by law.

SECTION 26. Execution. This Facility Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Facility Sublease. It is also agreed that separate counterparts of this Facility Sublease may separately be executed by the Department, the Participating County and any other signatory hereto, all with the same force and effect as though the same counterpart had been executed by the Department, the Participating County and such other signatory.

SECTION 27. Recordation of Lease. The notarization of the signatures of the signatories to this Facility Sublease is for the purpose of recordation of this Facility Sublease with the official

records of the County of Napa. This Facility Sublease shall be recorded in the official records of the County of Napa solely for the purpose of giving constructive notice of this Facility Sublease to third parties as provided under State law. The failure of any signatory to obtain and affix a notarization to this Facility Sublease shall not affect the validity of this Facility Sublease. The date of recordation of this Facility Sublease shall not change, alter or modify the commencement date of this Facility Sublease as set forth in Section 3 hereof or the effectiveness of any provision of this Facility Sublease.

SECTION 28. Multiple Originals. This Facility Sublease may be executed in any number of originals, each of which shall be deemed to be an original.

SECTION 29. Net Lease. This Facility Sublease shall be deemed and construed to be a "net lease" and the Participating County hereby agrees that the rentals provided for herein shall be an absolute net return to the Department, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 30. Effect of Substitution. Notwithstanding any provision herein to the contrary, in the event of a substitution of another public facility or facilities and real property for all of the Facility pursuant to Section 25 of the Facility Lease (a "Substitution"), this Facility Sublease shall remain in full force and effect except as provided in this Section 30 and the County shall continue as the sublessee hereunder. Upon such Substitution, (a) the references to Site Lease and Facility Lease in Section 2 and Section 4 shall be deemed deleted and this Facility Sublease will no longer be subordinate to the Site Lease and the Facility Lease and the Department and the Board agree to record an appropriate document with the County Recorder's Office to remove the lien of the Site Lease and the Facility Lease against the Facility; (b) the references to the Department's obligations to pay Base Rental and Additional Rental and the abatement of rent paid by the Participating County in Section 6(b) shall be deemed deleted; (c) the first two paragraphs of Section 7(a) shall be deemed deleted and the Department and the Board will not be required to maintain any insurance with respect to the Facility; and (d) the references to the Facility Lease and the Board's rights under the Facility Lease in Section 8(a)(1) and the provisions of Section 8(b) and Section 10(c) shall no longer be of any force and effect and neither the Department nor the Board shall have any right to declare a default hereunder or to re-enter or re-let the Facility as a result of a default under the Facility Lease.

SECTION 31. Board as Third Party Beneficiary. The Board is a third party beneficiary of this Facility Sublease.

IN WITNESS WHEREOF, the Department and the Participating County have caused this Facility Sublease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

BOARD OF STATE AND COMMUNITY CORRECTIONS OF THE STATE OF CALIFORNIA

By: _____
[NAME]
[TITLE]

APPROVED (Pursuant to Government Code section 11005.2):

DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA

By: _____
Michael Butler
Section Chief, Real Property Services Section

CONSENT AND ACKNOWLEDGEMENT OF THE BOARD:

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By: _____
Sally Lukenbill
Executive Director

COUNTY OF NAPA

By: _____
[NAME]
[TITLE]

APPROVED AS TO FORM
Office of County Counsel

By: *Corey S. Utsurogi*

Date: 8/27/25

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Facility conveyed under the foregoing to the County of Napa, a political subdivision duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Napa, pursuant to authority conferred by resolution of the Board of Supervisors adopted on _____, 2025 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2025

COUNTY OF NAPA

By: _____
[NAME]
[TITLE]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF SITE

EXHIBIT B

DESCRIPTION OF PROJECT

Napa Jail Project: The Napa Jail Project (SB 844 and SB 863) includes the construction of a single building, which provides a total of 109,000 square feet of housing, treatment, and administrative space on approximately 10 acres of county-owned land located in an unincorporated area of the County of Napa. The Project consists of 332 beds (304 beds plus an additional 28 medical/mental health beds), a 4,970 square foot fenced vehicle sallyport, and associated site improvements.

The Napa Jail Project includes a lobby and public visiting space; space for intake, transfer, and release; a medical wellness clinic; housing support and programs; central control area; administration and staff support areas; a kitchen; laundry and building support spaces; eight 32-bed housing pods; two 24-bed dormitories; and one 28-bed mental health pod. A maintenance shop building is also connected to the back of the dormitory recreation yard.

The building is constructed of steel, concrete, and reinforced masonry block as Type I construction, which provides long-term durability, earthquake resistance, and fire resistance. The exterior finish includes masonry block, cement plaster, and formed metal wall panels. The interior finish includes sealed concrete, vinyl tiles, carpet, wall murals, and wood panel ceilings intended to provide a visually pleasing environment and to enhance the occupant experience. The buildings are equipped with automatic fire alarms and fire sprinkler systems to minimize the property damage and protect the safety of occupants.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1493

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Leigh Sharp, Deputy Director of Public Works

SUBJECT: Approve Lease Agreement No. 260113B with Gateway Partners 1, LLC at 555 Gateway Drive for use by the Probation Department and Child Support Services

RECOMMENDATION

Approve and authorize Agreement No. 260113B with Gateway Partners 1, LLC to lease 40,000 square feet for a 10-year period with the option to extend the term for two consecutive five-year periods with an initial base rent of $86,000 per month and an escalation of 3% per year for use by the Probation Department and Child Support Services for office space and authorize the Chief Executive Officer to execute the Commencement Date Memorandum and any Subordination, Nondisturbance and Attornment Agreement required during the term. (Fiscal Impact: $516,000 Expense; General Fund; Budgeted; Discretionary).

BACKGROUND

On June 3, 2025, the Board received an update on the Facilities Master Plan, made the strategic decision to indefinitely pause implementation of the plan, and directed instead to move forward with short-term improvements to address critical facility and department space needs. Among these short-term actions was an item to lease office space for the Probation Department and Child Support Services. Movement of Child Support Services to leased space opens needed space for the District Attorney in 1127 First Street and movement of the Probation Department opens the Reentry Facility for mandated Behavioral Health programs.

Staff from Probation, Child Support Services, and Public Works have utilized the services of the County's contracted real estate agent to seek available office space for lease. Staff evaluated several properties and identified approximately 40,000 square feet of space in a single building located at 555 Gateway Drive as the most cost-effective available property to meet the space needs. With tenant improvements to be made by the Landlord, the space is suitable for the Probation Department, one of its program service providers (GEO, currently located at the Hall of Justice), and for Child Support Services. The space is anticipated to be available in March 2026 for the County to install furniture and security cameras with occupancy anticipated in May 2026. Timelines are subject to change for earlier occupancy should the Landlord's current tenant vacate the

space earlier than required.

Basic lease information is included in the first pages of the lease, attached, and summarized below. Key provisions include the following:

Premises: Approximately 40,000 square feet in a single building located at 555 Gateway Drive, Napa, CA.

Term: 10 years from the commencement date, which is the date when County receives the Premises from the Landlord (after tenant improvements are substantially complete).

Option Period: County shall have the option to extend the term for two consecutive five-year periods.

Base Rent: $2.15 per square foot per month and increases of 3% per year with the following rent schedule:

1st Year: $86,000.00 per month, $1,032,000 annual

2nd Year: $88,580.00 per month, $1,062,960 annual

3rd Year: $91,237.40 per month, $1,094,849 annual

4th Year: $93,974.52 per month, $1,127,694 annual

5th Year: $96,793.76 per month, $1,161,525 annual

6th Year: $99,697.57 per month, $1,196,371 annual

7th Year: $102,688.50 per month, $1,232,262 annual

8th Year: $105,769.16 per month, $1,269,230 annual

9th Year: $108,942.24 per month, $1,307,307 annual

10th Year: $112,210.51 per month, $1,346,526 annual

Option Period Base Rent: Base rent shall adjust to the fair market rental value for similar commercial property at the commencement of the Option Period.

Security Deposit: None

Permitted Use: Napa County Probation Department, Child Support Services, and other County Departments

and Agencies for office space and all related administrative uses.

Parking Spaces: 160 spaces for County and clients.

Tenant Improvements: Landlord shall make building improvements to accommodate occupancy by Probation Department, GEO, and Child Support Services.

Operating Expenses and Additional Rent: Estimated operating expenses (e.g., all commercially reasonable expenses in connection with the ownership, operation, repair and/or maintenance of the premises) are included in the Base Rent for each calendar year of the lease term. County shall pay Landlord for any increase in operating expenses over the Base Operating Expenses as "additional rent." Operating expenses do not include utilities or janitorial services. County shall be responsible for providing its own janitorial services for the interior of the building. An estimated two additional custodial employees (estimated cost of $225,000) will be requested at mid-year to perform such services. Additional operating costs, including security and utilities, will be monitored and budgeted.

Late Payment: County shall pay a late charge in an amount equal to 5% of overdue amounts. Landlord will not assess the late charge for one late rent payment in each calendar year.

Security Measures: County will use the existing card entry system and County shall be responsible for contracting with security provider for any other security measures or arrangements particular to County's use of the premises.

Landlord Notice Prior to Listing Property for Sale: In the event that Landlord elects to list the Premises for sale during the initial term of the lease, Landlord shall notify County of such listing prior to making such listing public.

Upon approval of the proposed lease, additional costs are anticipated, including purchase and placement of furniture and security systems, movement and installation of existing furniture and department essentials, and allocation of two additional custodial positions. Capital Improvement Funds have been budgeted to support improvements and the move. Additional staffing in the custodial subdivision of property management will be requested at mid-year.

Staff is recommending the Board delegate authority to the Chief Executive Officer to execute the Commencement Date Memorandum (Exhibit D) once the premises have been delivered to the County, and any required Subordination, Nondisturbance and Attornment (SNDA) agreements that may be required by

Landlord's lender over the term of the Agreement provided such SNDA is in the form authorized in the Agreement (Exhibit E).

Requested Actions:

1. Approve and authorize Agreement No. 260113B with Gateway Partners 1, LLC to lease 40,000 square feet for a 10-year period with the option to extend the term for two consecutive five-year periods with an initial base rent of $86,000 per month and an escalation of 3% per year for the initial term for use by the Probation Department and Child Support Services for office space.

2. Authorize the Chief Executive Officer to execute the Commencement Date Memorandum (Exhibit D of the Agreement) and any Subordination, Nondisturbance and Attornment Agreement (Exhibit E of the Agreement) that may be required during the term of the Agreement.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund; Probation Department, Subdivision 1420000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Additional office space is needed to house Probation and Child Support Services (CSS). Movement of CSS makes needed space available for the District Attorney and movement of Probation makes space available for mandated Behavioral Health Services.
Is the general fund affected?	Yes
Future fiscal impact:	Base rent, additional rent, security costs, utilities, and additional custodial staffing will be budgeted in future fiscal years.
Consequences if not approved:	Alternative space for Probation and/or other County departments would be needed to meet the space needs of County functions.

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)]

NAPA COUNTY AGREEMENT NO. 260113B

COMMERCIAL LEASE
BASIC LEASE INFORMATION

LEASE DATE:	September 9, 2025
LANDLORD:	Gateway Partners 1, LLC, a California limited liability company
LANDLORD'S ADDRESS:	1850 Soscol Avenue, Suite 207 Napa, CA 94559 Attn: Mark R. Funseth Phone: (707) 252-5460 Email: mfunseth@channelprop.com
TENANT:	County of Napa
TENANT'S ADDRESS:	Napa County Director of Public Works Attn: Leases and Rents 1195 Third Street, Suite 101 Napa, CA 94559
PREMISES:	Approximately 40,000 rentable square feet of space in the Building, commonly known as 555 Gateway Drive, Napa, CA, as more particularly shown on Exhibit A-1 attached hereto.
BUILDING:	That certain office building located within the Project, commonly known as 555 Gateway Drive, Napa, CA, and consisting of approximately 40,000 rentable square feet of space.
PROJECT:	That certain property located in Napa, California, and commonly known as 501-555 Gateway Drive, consisting of approximately 13.10 acres.
TERM:	
a. Commencement Date	The date that Tenant receives the Premises from the Landlord with Landlord's Work substantially completed, which date is estimated to be approximately eight (8) to twelve (12) weeks following the commencement of Landlord's Work (as further described in Exhibit C-1 attached hereto). Tenant shall be provided with access to the space thirty (30) business days prior to the Commencement Date pursuant to Section 3.4 and the Work Letter.

b. Termination Date	The last day of the 120th full calendar month following the Commencement Date
c. Option Period	Tenant shall have the option to extend the Term for two (2) consecutive periods of five (5) years each
BASE RENT:	Base Rent shall be payable to Landlord pursuant to the following rent schedule: 1st Lease Year: $86,000.00 per month 2nd Lease Year: $88,580.00 per month 3rd Lease Year: $91,237.40 per month 4th Lease Year: $93,974.52 per month 5th Lease Year: $96,793.76 per month 6th Lease Year: $99,697.57 per month 7th Lease Year: $102,688.50 per month 8th Lease Year: $105,769.16 per month 9th Lease Year: $108,942.24 per month 10th Lease Year: $112,210.51 per month
BASE YEAR	The Base Year shall be the period from the Commencement Date until the day immediately preceding the first anniversary of the Commencement Date
TENANT'S PERCENTAGE SHARE:	100% of the Building and Common Areas as of the Lease Date. As of the Commencement Date there are no other buildings or tenants on the Project. .
SECURITY DEPOSIT:	None
PERMITTED USE:	For use by the Napa County Probation Department and Child Support Services , and other County Departments and Agencies for office space and all related administrative uses and for no other use or purpose. Tenant shall be allowed to sublet space to partner agencies that provide services to Tenant's customers/clients.
PARKING SPACES:	Tenant shall have the right to use one hundred and sixty (160) spaces, of which eighty-eight (88) spaces may be used by Tenant on a non-exclusive basis, and seventy-two spaces may be used by Tenant on an exclusive basis, in the parking areas shown on Exhibit A-2.
REAL ESTATE BROKERS:	
a. Landlord's Broker:	Jones Lang LaSalle Brokerage, Inc. (Matthew R. Bracco)

b. Tenant's Broker: Colliers International (Bill Kampton)

GUARANTOR:

Name: None

EXHIBITS AND ADDENDUM

Exhibit A-1:	Diagram of Premises
Exhibit A-2:	Diagram of Project
Exhibit B:	Rules and Regulations
Exhibit C-1:	Landlord's Work
Exhibit C-2:	Approved Space Plan

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "Lease") dated as of September 9, 2025 ("Effective Date"), is entered into by and between Gateway Partners 1, LLC, a California limited liability company ("Landlord"), and Napa County, a political subdivision of the State of California ("Tenant").

1. Definitions. The following terms shall have the meanings set forth below:

1.1. Building. The term "Building" shall have the meaning set forth in the Basic Lease Information.

1.2. Building Common Areas. Not applicable

1.3. Commencement Date. The term "Commencement Date" shall have the meaning set forth in the Basic Lease Information.

1.4. Common Areas. The term "Common Areas" shall mean the Project Common Areas.

1.5. Premises. The term "Premises" shall have the meaning set forth in the Basic Lease Information.

1.6. Project. The term "Project" shall mean the land upon which the Building is located, as more particularly described in the Basic Lease Information, attached hereto.

1.7. Project Common Areas. The term "Project Common Areas" shall mean the areas and facilities within the Project provided and designated by Landlord for the general use, convenience or benefit of Tenant and other tenants and occupants of the Project (e.g., walkways, traffic aisles, accessways, utilities and communications conduits and facilities).

1.8. Rentable Area. The term "Rentable Area" shall mean the rentable area of the Premises, Building and Project as reasonably determined by Landlord. The parties agree that for all purposes under this Lease, the Rentable Area of the Premises and Building shall be deemed to be the number of rentable square feet identified in the Basic Lease Information.

1.9. Term. The term "Term" shall have the meaning set forth in the Basic Lease Information.

2. Premises.

2.1. Demise. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term, at the rent and upon the conditions set forth below, the Premises, together with the right in common to use the Common Areas.

2.2. Condition Upon Delivery; Landlord's Work; Commencement Date Memorandum. Tenant acknowledges that it has had an opportunity to thoroughly inspect the Premises and, subject to Landlord's obligations pursuant to this Section 2.2, Section 9.2 and as part of Landlord's Work pursuant to Exhibit C-1, Tenant accepts the Premises in its existing "as is" condition, with all faults and defects and without any representation or warranty of any kind, express or implied. Tenant acknowledges that Landlord shall have no obligation whatsoever to construct any improvements on the Premises or otherwise modify the current condition of the Premises, except for the Landlord's Work as described in Exhibit C-1

("Landlord's Work"). The Landlord's Work must be performed in conformance with the prevailing wage provisions of State laws and the relevant provisions of the California Labor Code. The Landlord's Work shall be deemed "substantially completed" when (i) such portion of Landlord's Work is, in fact, complete except for "punch list" items (as hereinafter defined) and Landlord has removed all of its equipment used in connection with, and all debris caused by the performance of, Landlord's Work, and (ii) Landlord has obtained all consents, approvals, and "sign-offs" from governmental authorities with jurisdiction, indicating that Landlord's Work has been completed in accordance with all applicable legal requirements. Such consents, approvals and "sign-offs" shall be without any condition that would prevent or materially interfere with Tenant's lawful use of the Premises for its intended purposes. "Punch list" items are those items of minor or insubstantial details of construction or mechanical adjustment that will not materially interfered with the performance of Tenant's Work or Tenant's use of the Premises, if any, of such portion of Landlord's Work which remain incomplete. Following substantial completion of the Landlord's Work, Tenant shall inspect the Landlord's Work and compile and furnish Landlord with a punch list of any missing or deficient improvements. Landlord shall use commercially reasonable efforts to complete the corrective work noted in the punch list in a prompt, good and workman-like manner. Punch list corrections shall not be grounds for a delay or reduction in any rent payments due Landlord. Following the substantial completion of the Landlord's Work, Landlord shall prepare and deliver to Tenant a commencement date memorandum (the "**Commencement Date Memorandum**") in the form of Exhibit D, attached hereto, subject to such changes in the form as may be required to ensure the accuracy thereof. The Commencement Date Memorandum shall certify the date on which Landlord delivered possession of the Premises to Tenant with the Landlord's Work substantially complete and the dates upon which the Term commences and expires. Upon execution by Tenant, the Commencement Date Memorandum shall be binding on Tenant without the need for countersignature by Landlord. In addition, Tenant's failure to execute and deliver to Landlord the Commencement Date Memorandum within five (5) business days after Tenant's receipt of the Commencement Date Memorandum shall be conclusive upon Tenant as to the matters set forth in the Commencement Date Memorandum. In the event of a dispute regarding Landlord's completion of Landlord's Work, Landlord and Tenant agree to submit the matter to mediation to resolve the dispute. The mediation shall be held prior to any court action or arbitration. The mediation shall be confidential and in accordance with California Evidence Code §1152.5. In the event the parties are not able to agree on a mediator within thirty days JAMS or another judicial and mediation service mutually acceptable to the parties shall appoint a mediator. In the event the mediator determines that a second mediation session is necessary, it shall be conducted in accordance with this paragraph. The venue for the mediation shall be in Napa County. Each party shall pay its own costs and expenses for the mediation, with the parties equally sharing in the costs of the mediator.

2.3. Reserved Rights. Landlord reserves the right to do the following from time to time, provided such activity does not substantially interfere with Tenant's use of the Premises:

(a) Changes. To install, use, maintain, repair, replace and relocate pipes, ducts, shafts, conduits, wires, appurtenant meters and mechanical, electrical and plumbing equipment and appurtenant facilities for service to other parts of the Building or Project above the ceiling surfaces, below the floor surfaces and within the walls of the Premises and in the central core areas of the Building and in the Building Common Areas, and to install, use, maintain, repair, replace and relocate any pipes, ducts, shafts, conduits, wires, appurtenant meters and mechanical, electrical and plumbing equipment and appurtenant facilities servicing the Premises, which are located either in the Premises or elsewhere outside of the Premises;

(b) Boundary Changes. To change the boundary lines of the Project;

(c) Facility Changes. To alter or relocate the Common Areas or any facility within the Project;

(d) Parking. To designate and/or redesignate specific parking spaces in the Project for the exclusive or non-exclusive use of specific tenants in the Project;

(e) Services. To install, use, maintain, repair, replace, restore or relocate public or private facilities for communications and utilities on or under the Building and/or Project; and

(f) Other. To perform such other acts and make such other changes in, to or with respect to the Common Areas, Building and/or Project as Landlord may reasonably deem appropriate.

2.4. CASp. Landlord hereby advises Tenant that the Premises have not undergone an inspection by a Certified Access Specialist ("CASp"). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of the foregoing, Landlord and Tenant hereby agree as follows: (i) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp approved in advance by Landlord; and (ii) Landlord shall have no obligation to perform any work or repairs identified in any such CASp inspection, except as otherwise provided in Sections 7.2.2 or 9.2 below.

3. Term; Option.

3.1. Commencement Date. The Term shall be for the period of time specified in the Basic Lease Information unless sooner terminated as hereinafter provided. The Term shall commence on the Commencement Date and shall continue thereafter in full force and effect for the period specified as the Term or until this Lease is terminated as otherwise provided herein. For purposes of this Lease, the first "Lease Year" shall mean the period commencing on the Commencement Date and ending twelve (12) months thereafter, except that if the Commencement Date is other than the first day of a calendar month, the first "Lease Year" shall mean the period commencing on the Commencement Date and ending on the last day of the twelfth (12^{th}) full calendar month after the Commencement Date. Thereafter, the term "Lease Year" shall mean a period equal to twelve full calendar months.

3.2. Delay in Delivery. Landlord shall not be liable for any damage or loss incurred by Tenant for Landlord's failure for whatever cause to deliver possession of the Premises by any particular date (including the Commencement Date), nor shall this Lease be void or voidable on account of any such failure to deliver possession of the Premises. However, the Base Rent (as defined below) owing hereunder shall be abated in proportion to that portion of the Premises not delivered on or before the Commencement Date for the period commencing with the Commencement Date and ending on the actual delivery of possession of such portion of the Premises by Landlord. Notwithstanding the foregoing, should Landlord be delayed more than three (3) months in delivering possession of the Premises, Tenant shall have the right to terminate this Lease by providing Landlord thirty (30) days written notice.

3.3 Options. If Tenant is not then in material default under the terms of this Lease, Tenant shall have the option (each, an "Option" and together, the "Options") to extend the Term for two (2) consecutive periods of five (5) years each (each, an "Option Period" and together, the "Option Periods"), commencing upon the expiration of the then current Term (each, an "Option Period Commencement Date"). The Options shall be exercisable by written notice from Tenant to Landlord (the "Option Notice") of

Tenant's intent to exercise its election for said Options and must be given not earlier than twelve (12) months and not later than ten (10) months prior to, the applicable Option Period Commencement Date. If Tenant fails to timely give notice of its intent to exercise the Option, said Option shall thereupon expire. Unless otherwise agreed in writing by Landlord and Tenant, all other provisions of this Lease shall continue in full force and effect during any extension of the Term. If Tenant is in material default on the date of giving its Option Notice, such Option Notice shall be totally ineffective, unless Tenant is in the process of curing such material default and diligently completes the cure of such material default, or if Tenant is in material default on the pertinent Option Period Commencement Date, the Option Period shall not commence and this Lease shall expire at the end of the then current Term, unless Tenant is in the process of curing such material default and diligently completes the cure of such material default. Tenant shall have no other right to extend the Term except as provided in this Section 3.3. The Options granted to Tenant in this Lease are personal to the original Tenant named hereinabove, and cannot be voluntarily or involuntarily assigned or exercised by any person or entity other than said original Tenant while the original Tenant is in full and actual possession of the Premises and without the intention of thereafter assigning or subletting. The Base Rent during the Option Period shall be as provided in Section 4.7 of this Lease.

3.4 Early Access. While the Base Rent shall not commence until the Commencement Date, the Tenant shall be permitted early access of the Premises thirty (30) days prior to the Commencement Date, pursuant to the terms and conditions of Section 7 of the Work Letter attached hereto as Exhibit C-1.

4. Rent.

4.1. Base Rent. For purposes of this Lease, the term "Rent" shall mean the Base Rent, all additional rent, and all of the other monetary obligations of Tenant under this Lease. Upon execution of this Lease, Tenant shall pay to Landlord the first month's Base Rent. Tenant shall pay to Landlord the Base Rent specified in the Basic Lease Information, in advance, on or before the first day of each and every successive calendar month following the Commencement Date. If the Term commences on other than the first day of a calendar month, the first payment of Base Rent shall be appropriately prorated on the basis of the number of days in such calendar month. If the Term expires on other than the last day of a calendar month, the last payment of Base Rent shall be appropriately prorated based on the number of days in such calendar month. Tenant's Rent payments shall be made in a single payment, and in no event shall Tenant's Rent be separated in multiple payments (for example by separate Tenant agencies operating within the Building). Tenant shall provide Landlord with the contact information for an individual who shall serve as Tenant's primary contact person for communications between Landlord and Tenant, including but not limited to, any communications related to the payment of Rent and maintenance and repairs of the Premises.

4.2. Adjustments to Base Rent. (See the rent schedule in the Basic Lease Information).

4.3. Additional Rent. Tenant shall pay, as additional rent, all amounts of money that Tenant is required to pay to Landlord under this Lease in addition to monthly Base Rent whether or not the same is designated "additional rent." Tenant shall pay to Landlord all additional rent upon Landlord's written request or otherwise as provided in this Lease.

4.4 Late Payment. Tenant acknowledges that late payment of Rent to Landlord will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any trust deed covering the Premises. Accordingly, if any installment of Rent or any other sums due from Tenant shall not be received by Landlord within 5 days of being due, Tenant shall pay to Landlord a late charge in an amount equal to five percent (5%) of such overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of

such late charge by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Notwithstanding the foregoing, Landlord will not assess the late charge for one (1) late rent payment in any 12-month period. Any subsequent late payment within a 12-month period will be subject to the late payment.

4.5 Interest. In addition to the imposition of a late payment charge pursuant to Section 4.4 above, any Rent that is not paid within 5 days of being due shall bear interest from the date due until paid at the rate that is the lesser of ten percent (10%) per annum (the "Interest Rate") or the maximum rate permitted by law. Payment of interest shall not excuse or cure any default hereunder by Tenant.

4.6 Payment. All payments due from Tenant to Landlord hereunder shall be made to Landlord without deduction or offset, in lawful money of the United States of America at Landlord's address for notices hereunder, or to such other person or at such other place as Landlord may from time to time designate in writing to Tenant

4.7. Option Period Base Rent. In the event Tenant exercises the Option(s), the Base Rent shall adjust as of the Option Period commencement date to an amount equal to the fair market rental value for similar commercial property, taking into account rental abatement, tenant improvements and any other tenant inducements then given to new tenants of similar size and credit in comparable buildings in Napa County; provided however, that in no event shall the Base Rent be less than the Base Rent payable during the Lease Year immediately preceding the applicable Option Period. Landlord and Tenant shall have ninety (90) days after Landlord receives an Option Notice from Tenant in which to agree on the Base Rent for the initial year of the Option Period. If the parties agree on Base Rent for the first year of the Option Period during such thirty (30) business day period, they shall immediately execute an amendment to this Lease stating the new Base Rent. In addition to the Base Rent, during the Option Period, Tenant shall continue to pay Landlord additional rent pursuant to Section 4.3 above.

If the parties are unable to agree on the Base Rent for the first year of the Option Period within said thirty (30) business day period, then within twenty (20) business days after the expiration thereof, each party, at its cost and by giving notice to the other party, shall appoint a real estate appraiser with at least five (5) years' full time commercial appraisal experience to appraise and set the Base Rent for the first year of the Option Period, based upon the fair market rental value for similar commercial property in Napa County. If a party does not appoint an appraiser within twenty (20) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the Base Rent for the first year of the Option Period. If the two appraisers are appointed by the parties as stated in this paragraph, they shall each prepare and deliver to the other appraiser, their respective appraisal of the fair market rental value for the first year of the Option Period. If they are unable to agree within ten (10) business days after the second appraiser has been appointed, they shall select a third appraiser meeting the qualifications stated in this paragraph within ten (10) business days thereafter. If they are unable to agree on the third appraiser, either of the parties to this Lease, by giving ten (10) days' notice to the other party, can file a petition with the Superior Court of Napa County solely for the purpose of selecting and appointing the third appraiser who meets the qualifications stated in this paragraph. Each party shall bear half the cost of such petition and of the third appraiser's fee.

Within twenty (20) days after selection of the third appraiser, the third appraiser shall submit an appraisal of the fair market rent of the Premises. The highest and lowest appraisal submitted by the three appraisers shall be rejected and the remaining appraisal shall be binding upon the parties. Alternatively, in the event that any two (2) appraisers agree on the fair market rental of the Premises, such appraisals shall be binding.

After the Base Rent for the first year of the Option Period has been set, the appraisers shall immediately notify the parties hereto. Thereafter, the parties shall immediately execute an amendment to this Lease setting forth the Base Rent for the first year of the Option Period. After the Base Rent for the first year of the Option Period has been set, the Base Rent shall be subject to annual increases in the amount of three percent (3%) per year.

5. Taxes.

5.1. Definition of Taxes. The term "Taxes" shall include all transit charges, housing fund assessments, real estate taxes and all other taxes relating to the Premises, Building and Project of every kind and nature whatsoever, including any supplemental real estate taxes attributable to any period during the Term; all taxes which may be levied in lieu of real estate taxes; and all assessments, assessment bonds, levies, fees, penalties (if a result of Tenant's delinquency) and other governmental charges (including, but not limited to, charges for parking, traffic and any storm drainage/flood control facilities, studies and improvements, water and sewer service studies and improvements, and fire services studies and improvements); and all amounts necessary to be expended because of governmental orders, whether general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind and nature for public improvements, services, benefits or any other purpose, which are assessed, based upon the use or occupancy of the Premises, Building and/or Project, or levied, confirmed, imposed or become a lien upon the Premises, Building and/or Project, or become payable during the Term, and which are attributable to any period within the Term. Landlord and Tenant acknowledge and agree that Taxes shall not include real property taxes attributable to any portion of the Project that consists of unimproved land.

5.2. Limitation. Nothing contained in this Lease shall require Tenant to pay any franchise, estate, inheritance, succession or transfer tax of Landlord, or any income, profits or revenue tax or charge upon the net income of Landlord from all sources; provided, however, that if at any time during the Term under the laws of the United States Government or the State of California, or any political subdivision thereof, a tax or excise on rent, or any other tax however described, is levied or assessed by any such political body against Landlord on account of Rent, or any portion thereof, one hundred percent (100%) of any said tax or excise shall be included in the definition of Taxes and Tenant shall pay its proportionate share as additional rent.

5.3. Installment Election. In the case of any Taxes which may be evidenced by improvement or other bonds or which may be paid in annual or other periodic installments, Landlord shall elect to cause such bonds to be issued or such assessment to be paid in installments over the maximum period permitted by law.

5.4. Personal Property Taxes. Tenant represents to Landlord that it is exempt from personal property taxes. In the event any taxes or assessments are levied upon Tenant's trade fixtures, inventories and other personal property in, on or about the Premises, Tenant shall be responsible for payment of such taxes. When possible, Tenant shall cause Tenant's personal property to be assessed and billed separately from the real or personal property of Landlord. On request by Landlord, Tenant shall furnish Landlord with satisfactory evidence of payment of Tenant's business personal property taxes related to the Premises and deliver copies of such business personal property tax bills to Landlord.

5.5. Taxes on Tenant Improvements. Notwithstanding any other provision hereof, Tenant shall pay to Landlord the full amount of any increase in Taxes during the Term resulting from any and all alterations and tenant improvements of any kind whatsoever placed in, on or about or made to the Premises, Building or Project for the benefit of, at the request of, or by Tenant. Notwithstanding the terms of Section 6.1 below regarding Tenant's obligation to pay Operating Expenses (including Taxes) in excess of the Base Year Operating Expenses, Tenant acknowledges that it shall be solely responsible for paying

all taxes attributable to Tenant's alterations and tenant improvements at the Premises. For purposes of calculating the Base Year Operating Expenses, the parties acknowledge and agree that all taxes attributable to Tenant's alterations and tenant improvements that occur prior to or during the Base Year shall not be included in the calculation of the Base Year Operating Expenses.

6. Operating Expenses.

6.1. Obligation to Pay Operating Expenses. Operating Expenses at the level incurred for the Base Year are included in the Base Rent for each calendar year of the Lease Term. Commencing with the first anniversary of the Commencement Date, Tenant shall pay to Landlord, as additional rent, Tenant's Percentage Share of any increase in Operating Expenses over the Base Operating Expenses. The term "Base Operating Expenses" shall mean those Operating Expenses incurred by Landlord during the calendar year specified as the Base Year in the Basic Lease Information.

6.2. Definition of Operating Expenses. The term "Operating Expenses" shall include all commercially reasonable expenses and costs of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, operation, repair and/or maintenance of the Building, Common Areas and/or Project, the surrounding property, and the supporting facilities, including, without limitation: (A) all maintenance, janitorial (if applicable, pursuant to Section 8.2 below) and security costs, (B) costs for all materials, supplies and equipment used in connection with the operation and maintenance of the Building or the Common Areas; (C) all costs of water, heat, gas power, electricity, refuse collection, parking lot sweeping, landscaping, and other utilities and services relating or allocated to the Building or the Common Areas; (D) all property management expenses, including, without limitation, all property management fees and all expense and cost reimbursements, (E) all costs of alterations or improvements to the Building or Common Areas made to achieve compliance with federal, state and local law including, without limitation, the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.), or to reduce Operating Expenses or improve the operating efficiency of the Building or the Project, all of which costs will be amortized over the useful life of such alteration or improvement as reasonably determined by Landlord, together with interest upon the unamortized balance at the Interest Rate or such other higher rate as may have been paid by Landlord on funds borrowed for the purpose of making the alterations or improvements; (F) all Taxes payable by Tenant pursuant to Section 5 above, (G) premiums for insurance maintained by Landlord pursuant to this Lease or with respect to the Building or the Project; (H) costs for repairs, replacements, uninsured damage or insurance deductibles and general maintenance of the Building, Common Areas and Project, but excluding any repairs or replacements paid for out of insurance proceeds or by other parties; (I) all costs incurred by Landlord for making any capital improvements to the Building or the Common Areas, which costs will be amortized over the useful life of such improvement, repair or modification, together with interest upon the unamortized balance at the Interest Rate or such other higher rate as may have been paid by Landlord on funds borrowed for the purpose of constructing the improvements or making the improvements or repairs; (J) all costs of maintaining machinery, equipment and directional signage or other markers; and (K) the share allocable to the Building of dues and assessments payable under any reciprocal easement or common area maintenance agreements or declarations or by any owners' associations affecting the Building or the Project.

Notwithstanding the foregoing, the amount of Tenant's Percentage Share of "Controllable Operating Expenses" shall not increase by more than five percent (5%) on a cumulative basis during the initial Term of the Lease. For purposes of this section, "Controllable Operating Expenses" shall be all Operating Expense Charges except taxes, insurance, utilities, security measures, and any other expenses which are outside of Landlord's control. Landlord shall include a calculation of the Controllable Operating Expenses for the Base Year and the calculation of the capped annual increase in subsequent years in Landlord's annual Statement as described in Section 6.5 below.

Tenant's obligation to pay Landlord's insurance premiums in excess of Landlord's Base Year insurance premiums pursuant to Section 6.2(g) above is based on Landlord's insurance premiums as of the Lease Date (which information has been provided to the Tenant). In the event that Landlord's insurance premiums for the Project increase as a result of the identity of the Tenant and/or its specific use of the Premises, Tenant acknowledges that it shall be responsible for any additional Landlord insurance premiums. For purposes of calculating the Base Year Operating Expenses, the parties acknowledge and agree that any such additional Landlord insurance premiums that are incurred prior to or during the Base Year shall not be included in the calculation of the Base Year Operating Expenses.

Operating Costs shall not include (i) interest and principal payments on loans or indebtedness secured by the Project; (ii) depreciation or amortization, other than as specifically enumerated in the definition of Operating Costs above; (iii) costs, fines or penalties incurred due to Landlord's violation of any law; (iv) advertising and promotional expenses, and (v) repairs or other work needed due to fire, windstorms, or other casualty or cause actually insured against by Landlord or to the extent the Landlord's insurance required under Section 11 would have provided coverage, whichever is greater; (vi) costs, including permit, license and inspection costs, incurred with respect to the installation of improvements made for Landlord or other occupants in the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for Landlord or other occupants of the Building; (vii) costs of alterations or improvements for Landlord (viii) costs associated with the operation of the business of the entity which constitutes Landlord as the same are distinguished from the costs of operation of the Project, including accounting and legal matters, costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Building or Project; and (ix) increased Taxes due to a sale of the Building, the Project, or any portion thereof, within the first three (3) years of the Lease Term.

6.3. Less Than Full Occupancy. If the Building or the Project are less than ninety-five percent (95%) occupied during any year of the Term, Operating Expenses for each such calendar year shall be adjusted to equal Landlord's reasonable estimate of Operating Expenses as though ninety-five percent (95%) of the total rentable area of the Building and/or the Project as applicable had been occupied.

6.4. Cost Pools. Notwithstanding the foregoing, Landlord shall have the right, from time to time in connection with the further development of the Project, to equitably allocate some or all of the Operating Expenses for the Project among different portions or occupants of the Project (the "Cost Pools") in Landlord's reasonable discretion. Such Cost Pools may include, but shall not be limited to, the tenants located in different buildings within the Project. The Project Operating Expenses allocable to each such Cost Pool shall be allocated to such Cost Pool and charged to the tenants within such Cost Pool in an equitable manner. In the event of a dispute regarding Landlord's allocation of Project Operating Expenses and the use of Cost Pools for such allocation, Landlord and Tenant agree to submit the matter to mediation to resolve the dispute. The mediation shall be held prior to any court action or arbitration. The mediation shall be confidential and in accordance with California Evidence Code §1152.5. In the event the parties are not able to agree on a mediator within thirty days JAMS or another judicial and mediation service mutually acceptable to the parties shall appoint a mediator. In the event the mediator determines that a second mediation session is necessary, it shall be conducted in accordance with this paragraph. The venue for the mediation shall be in Napa County. Each party shall pay its own costs and expenses for the mediation, with the parties equally sharing in the costs of the mediator.

6.5 Estimates of Operating Expenses. Tenant shall pay to Landlord each month at the same time and in the same manner as monthly Base Rent one-twelfth (1/12th) of Landlord's estimate of the amount of Operating Expenses payable by Tenant for the then-current calendar year. If at any time it appears to Landlord that Tenant's share of Operating Expenses payable for the current calendar year will vary from Landlord's estimate, Landlord may give notice to Tenant of Landlord's revised estimate for the calendar year, and subsequent payments by Tenant for the calendar year shall be based on the revised estimate.

Within one hundred twenty (120) days after the close of each calendar year, or as soon after such 120-day period as practicable, Landlord shall deliver to Tenant a statement ("Statement") in reasonable detail of the actual amount of Operating Expenses payable by Tenant for such calendar year.. Landlord's failure to provide such Statement to Tenant within the 120 day period shall not act as a waiver and shall not excuse Tenant or Landlord from making the adjustments to reflect actual costs as provided herein. If on the basis of such statement Tenant owes an amount that is less than the estimated payments for such calendar year previously made by Tenant, Landlord shall credit such excess against the next payment of Operating Expenses due. If on the basis of such statement Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant shall pay the deficiency to Landlord within thirty (30) days after delivery of the statement and all adequate documentation supporting the increased expenses. In addition, if, after the end of any calendar year or any annual adjustment of Operating Expenses for a calendar year, Operating Expenses are incurred or billed to Landlord that are attributable to any period within the Term (e.g., sewer district flow fees), Landlord shall notify Tenant of its share of such additional Operating Expenses and Tenant shall pay such amount to Landlord within thirty (30) days after Landlord's written request therefor. The obligations of Landlord and Tenant under this Section 6.4 with respect to the reconciliation between the estimated and actual amounts of Operating Expenses payable by Tenant for the last year of the Term shall survive the termination of this Lease.

6.6 Audit Right. Tenant may audit Landlord's Operating Costs in order to verify the amount and commercial reasonableness of Tenant's Additional Rent provided that:

(a) Tenant requests such audit within thirty (30) days after delivery of the Landlord's Statement and specifically designates the Lease Year(s) that Tenant intends to audit, which shall be a year within three (3) years of the date of the audit but must be within the Term of this Lease;

(b) Such audit will be conducted only during regular business hours at the office where Landlord maintains Operating Expenses records and only after Tenant gives Landlord twenty (20) days' notice. Such audit shall be conducted by an independent certified public accountant of Tenant's own selection who may not be compensated on a contingency basis, and if the statements of Additional Rent or reconciliation as provided and previously made by Landlord to Tenant are found to be equal to or less than one hundred two and a half percent (102.5%) as previously provided by Landlord, then Tenant shall immediately pay the reasonable cost of such audit including Landlord's costs; otherwise the reasonable cost of such audit shall be paid for by Landlord. In the event the audit reveals that Tenant paid excessive Additional Rent, such overpayment shall be deducted from the Tenant's subsequent payment(s) of Additional Rent until the amount of such excess payment has been remedied; and

(c) Tenant shall deliver to Landlord a copy of the results of such audit within fourteen (14) days of its receipt by Tenant. Landlord shall have the right to share the contents of the audit with such other persons as Landlord may select. No audit shall be conducted at any time that Tenant is in default of any of the terms of this Lease. No subtenant shall have any right to conduct an audit and no assignee shall conduct an audit for any period during which such assignee was not in possession of the Premises.

6.7 Payment at End of Term. Any amount payable by Tenant which would not otherwise be due until after the termination of this Lease, shall, if the exact amount is uncertain at the time that this Lease terminates, be paid by Tenant to Landlord upon such termination in an amount to be estimated by Landlord with an adjustment to be made once the exact amount is known.

7. Use; Compliance with Laws.

7.1. Use. The Premises shall be used and occupied by Tenant solely for the Permitted Use set forth in the Basic Lease Information. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or that unreasonably disturbs other tenants of the Building or Project, nor shall Tenant place or maintain any signs (except as permitted under Section 7.3), antennas, awnings, lighting or plumbing fixtures, loudspeakers, exterior decoration or similar devises on the Building or the Project or visible from the exterior of the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Tenant shall not use any corridors, sidewalks, stairs, elevators or other areas outside of the Premises for storage or any purpose other than access to the Premises. Tenant shall not use, keep or permit to be used or kept on the Premises any foul or noxious gas or substance, nor shall Tenant do or permit to be done anything in and about the Premises, either in connection with activities hereunder expressly permitted or otherwise, which would cause an increase in premiums for or a cancellation of any policy of insurance (including fire insurance) maintained by Landlord in connection with the Premises, Building or Project or which would violate the terms of any covenants, conditions or restrictions, the design guidelines, the sign guidelines affecting the Building or the land on which it is located, or the Rules (as the term is defined under Section 7.5.2 below).

7.2. Compliance with Laws.

7.2.1. Tenant. Tenant shall, at Tenant's expense, comply promptly with all applicable federal, state and local laws, regulations, ordinances, rules, orders, and requirements in effect during the Term relating to the condition, use or occupancy of the Premises (each a "Law"). If, in order to comply with any such Law, Tenant must obtain or deliver any permit, certificate or other document evidencing such compliance, Tenant shall provide a copy of such document to Landlord promptly after obtaining or delivering it. If a change to any Common Area, the Building structure, or any Building system becomes required under Law (or any such requirement is enforced) as a result of any Tenant-Insured Improvement (defined in Section 11.1.4), the installation of any trade fixture, or any particular use of the Premises (as distinguished from general office use), Tenant, upon demand, shall (x) at Landlord's option, either make such change at Tenant's cost or pay Landlord the cost of making such change, and (y) pay Landlord a coordination fee equal to 10% of the cost of such change. As used herein, "Law" means any existing or future law, ordinance, regulation or requirement of any governmental authority having jurisdiction over the Project or the parties.

7.2.2. Landlord. Landlord, at its expense (subject to Section 6), shall cause the structural portions of the Building, the Building systems, the Premises and the Common Areas to comply with all Laws (including the Americans with Disabilities Act ("ADA")) to the extent that (a) such compliance is necessary for Tenant to use the Premises for the permitted use hereunder in a normal and customary manner and for Tenant's employees and visitors to have reasonably safe access to and from the Premises, or (b) Landlord's failure to cause such compliance would impose liability upon Tenant under Law; provided, however, that Landlord shall not be required to cause or pay for such compliance to the extent that (x) Tenant is required to cause or pay for such compliance under Section 7.2.1 or 10 or any other provision hereof, (y) such compliance is triggered by Tenant's alterations or particular use of the Premises (excluding compliance required due to Landlord's Work and Tenant's office use of the Premises, which compliance is the obligation of Landlord pursuant to this Section 7.2.2), or (z) non-compliance arises under any provision of the ADA other than Title III thereof. Notwithstanding the foregoing, Landlord may contest any alleged violation in good faith in a reasonable time period, including by applying for and obtaining a waiver or deferment of compliance, asserting any defense allowed by Law, and appealing any order or judgment to the extent permitted by Law; provided, however, that after exhausting any rights to contest or appeal, Landlord shall perform any work necessary to comply with any final order or judgment. Landlord represents and warrants to Tenant that Landlord has not received any notice from any governmental authority that the Premises are not in compliance with the ADA as of the Lease Date.

7.3. Signs. Subject to approval of governmental agencies and applicable CC&Rs (if any), Tenant may at its sole cost and expense, install Tenant's name on the ground monument signage at the corner of Gateway and Airport Drive and the Building entrance. Tenant shall, at Tenant's sole cost and expense, have the right to place its business sign on the Premises, provided such signage is in compliance with the applicable ordinances of all appropriate governmental agencies and all Laws and approved by the County of Napa, and Tenant obtains the prior written approval of Landlord regarding the sign, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall also have the right to place the Tenant's name and the name(s) of any subtenants on the Building directory board in the lobby of the Building. Tenant shall be responsible for the cost of maintenance and repair of all Tenant signage during the term of this Lease and the removal of such signage upon the expiration or earlier termination of such term. Tenant shall maintain its signage in first class condition at all times throughout the Term.

7.4. Suitability. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises, Building or with respect to the suitability or fitness of either for the conduct of Tenant's business or for any other purpose.

7.5 Use of Common Areas.

7.5.1 Right to Use Common Areas. Landlord gives Tenant and its authorized employees, agents, customers, representatives and invitees the nonexclusive right to use the Common Areas with others who are entitled to use the Common Areas, subject to Landlord's rights as set forth in this Section 7.5.

7.5.2 Rules. All Common Areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, amend and enforce reasonable rules and regulations with respect to the Common Areas. Tenant acknowledges receipt of a copy of the current rules and regulations (the "Rules") attached hereto as Exhibit B, and agrees that they may, from time to time, be modified or amended by Landlord in a commercially reasonable manner with prior written notice to Tenant. Tenant agrees to abide by and conform with the Rules; to cause its concessionaires and its and their employees and agents to abide by the Rules; and to use its best efforts to cause its customers, invitees and licensees to abide by the Rules.

7.5.3 Use. Landlord shall have the right to: (i) close temporarily any portion of the Common Areas for the purpose of discouraging use by parties who are not tenants or customers of tenants; (ii) use portions of the Common Areas while engaged in making additional improvements or repairs or alterations to the Building or the Project; and (iii) use or permit the use of the Common Areas by others to whom Landlord may grant or have granted such rights, and to do and perform such acts in, to and with respect to the Common Areas as in the use of good business judgment Landlord shall determine to be appropriate for the Project; provided however, Landlord's exercise of its rights pursuant to this Section shall not substantially or unreasonably interfere with Tenant's use of the Premises and Common Areas.

7.5.4 Change in Common Areas. Landlord shall have the unqualified right to increase or reduce the Common Areas, provided the Project meets the parking requirement under Section 7.7 below.

7.5.5 Recycling. Tenant shall cooperate with Landlord and other tenants in the Project in recycling waste paper, cardboard or such other materials identified under any trash recycling program that may be established in order to reduce trash collection costs.

7.6 Environmental Matters.

7.6.1 Hazardous Materials. The term "Hazardous Materials" as used herein means any petroleum products, asbestos, polychlorinated biphenyls, P.C.B.'s, or chemicals, compounds, materials, mixtures or substances that are now or hereafter defined or listed in, or otherwise classified as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity pursuant to any federal, state or local environmental law, regulation, ordinance, resolution, order or decree relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, release, disposal or transportation of the same ("Hazardous Materials Laws").

7.6.2 Tenant's Covenants. Except for ordinary office supplies and janitorial cleaning materials which in common business practice are customarily and lawfully used, stored and disposed of in small quantities, Tenant shall not use, manufacture, store, release, dispose or transport any Hazardous Materials in, on, under or about the Premises, the Building or the Project without giving prior written notice to Landlord and obtaining Landlord's prior written consent, which consent Landlord may withhold in its sole discretion. Tenant shall at its own expense procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required in connection with Tenant's generation, use, storage, disposal and transportation of Hazardous Materials. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall not maintain or install in, on, under or about the Premises, the Building or the Project any above or below-ground storage tanks, clarifiers or sumps, nor any wells for the monitoring of ground water, soils or subsoils.

7.6.3 Notice. Tenant shall immediately notify Landlord in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Law; (b) any claim made or threatened by any person or entity against Tenant or the Premises relating to damage, contribution, cost, recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (c) any reports, information, inquiries or demands made, ordered, or received by or on behalf of Tenant which arise out of or in connection with the existence or potential existence of any Hazardous Materials in, on, under or about the Premises, the Building or the Project, including, without limitation, any complaints, notices, warnings, asserted violations, or mandatory or voluntary informational filings with any governmental agency in connection therewith, and immediately supply Landlord with copies thereof.

7.6.4 Indemnity. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect and hold harmless Landlord, and each of Landlord's officers, directors, partners, employees, affiliates, joint venturers, members, trustees, owners, shareholders, principals, agents, representatives, lenders, successors and assigns, from and against any and all claims, liabilities, damages, fines, penalties, forfeitures, losses, cleanup and remediation costs or expenses (including attorneys' fees) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the use, analysis, generation, manufacture, storage, release, disposal, or transportation of Hazardous Materials by Tenant and Tenant's agents, employees, contractors, licensees or invitees to, in, on, under, about or from the Premises, the Building or the Project, or (ii) Tenant's failure to comply with any Hazardous Materials Law. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all reasonable costs of any required or necessary repair, cleanup, detoxification or decontamination of such contamination of the Premises, the Building, or the Project and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration or earlier termination of this Lease.

7.6.5 Landlord's Rights. Landlord acknowledges that Tenant's operations may be subject to strict security standards and operations and that Landlord shall first contact Tenant's representative to arrange for access to the interior portions of the Premises so that Landlord is accompanied by authorized Tenant personnel. Subject to the foregoing, Landlord shall have the right to enter the Premises for the purposes of ascertaining compliance by Tenant with all applicable Hazardous Materials Laws; provided, however, that in the instance of an emergency no notice shall be required. Landlord shall have the option to declare a default of this Lease for the release or discharge of Hazardous Materials by Tenant or Tenant's employees, agents, contractors, or invitees on the Premises, Building or Project in violation of law or in deviation from prescribed procedures in Tenant's use or storage of Hazardous Materials. If Tenant fails to comply with any of the provisions under this Section 7.6, Landlord shall have the right (but not the obligation) to remove or otherwise cleanup any Hazardous Materials from the Premises, the Building or the Project. In such case, the reasonable costs of any Hazardous Materials investigation, removal or other cleanup (including, without limitation, transportation, storage, disposal and attorneys' fees and costs) will be additional rent due under this Lease, whether or not a court has ordered the cleanup, and will become due and payable on demand by Landlord.

7.6.6 Landlord's Indemnity. Landlord warrants that to its actual knowledge, with no duty of investigation or inquiry, no other tenant, past or present, has materially violated any laws, rules or regulations concerning the disposal, handling or storage of any Hazardous Materials within the Premises or Project. Landlord further warrants that it will indemnify and hold Tenant harmless from any and all losses, claims, injuries, or causes of action (including reasonable attorney's fees) arising out of or caused by the existence of any Hazardous Materials, not created by or brought on the Premises or Project by Tenant, or Tenant's employees, agents, contractors, or invitees during the term and any renewals of this Lease. This indemnification and hold harmless provision shall survive termination of this Lease.

7.7 Parking. Landlord grants to Tenant and Tenant's customers, suppliers, employees and invitees during the Term the right to use in the parking areas designated on Exhibit A-2 the number of parking spaces stated in the Basic Lease Information on an exclusive and non-exclusive basis, respectively, for the use of motor vehicles, subject to rights reserved to Landlord as specified in this Section 7.7. Tenant shall also have the right, to the exclusive use of the four (4) EV Charges located in the Common Areas and one (1) RV parking space for Tenant's exclusive use, which shall be close to the building with access to a 220 V 30 AMP electrical outlet. Landlord reserves the right to grant similar nonexclusive rights to other tenants with respect to Tenant's non-exclusive parking spaces; to promulgate rules and regulations relating to the use of the parking area; to make changes in the parking layout of the parking spaces from time to time; and to do and perform any other acts in and to these areas and improvements as Landlord determines to be advisable. Tenant agrees not to overburden the parking facilities and to abide by and conform with the rules and regulations and to cause its employees and agents to abide by and conform to the rules and regulations. Upon request, Tenant shall provide Landlord with license plate numbers of all vehicles regularly driven by its employees and to cause Tenant's employees to park only in spaces specifically designated for Tenant parking. Landlord shall have the unqualified right to rearrange or reasonably reduce the overall number of parking spaces in the Common Areas, provided that Tenant continues to have access to its seventy-two (72) exclusive parking spaces and eighty-eight (88) non-exclusive parking spaces.

8. Services.

8.1 Utilities and Services. Landlord shall have a building superintendent or a locally designated representative available to manage and coordinate services, and to promptly correct deficiencies. Tenant shall be solely responsible for arranging and paying all costs associated with electricity, domestic water, gas, telephone, cable and internet service, building alarm and refuse collection (including the disposal of refuse and yard waste generated in the Common Areas and collected by Landlord as part of its

maintenance responsibilities). Tenant's obligation to arrange for all utilities shall include all utilities necessary for the operation of the developed portion of the Project as of the Lease Date.

8.2. Janitorial Services. Tenant shall provide its own janitorial services for the interior only portion of the Building at its own costs and shall maintain the interior of the Building in a clean and safe condition, including, without limitation, floors, rugs, carpets, floor coverings, interior fixtures, improvements, decorations, walls, and interior surfaces of windows and doors as well as the exterior surfaces of windows and doors at the first floor entries to the Building, all trash and recycling removal from the Premises and the stocking of all supplies for restrooms. Except as otherwise provided herein, Landlord shall be responsible for all exterior janitorial and cleaning services of the Building in a first class appearance at all times.

8.3 No Liability. Landlord shall not be in default hereunder or be liable for any damages or personal injuries to any person directly or indirectly resulting from, nor shall there be any Rent abatement by reason of, any interruption or curtailment whatsoever in utility services.

9. Maintenance and Repairs.

9.1 Tenant's Repairs and Maintenance. Tenant shall, at Tenant's expense, maintain in good order, condition and repair, (i) all of Tenant's personal property, and ii) all other furniture, fixtures and equipment. Tenant shall not enter onto the roof area of the Building. Tenant shall repair any damage to the roof area caused by its entry.

9.2 Landlord's Repairs and Maintenance. Subject to reimbursement pursuant to Section 6.1 above, and subject to the provisions of Section 9.1 above, Landlord shall keep in good condition and repair in conformance with all regulations and consistent with any applicable industry building standards so as to minimize breakdowns and reasonably preventable or recurring disruption loss of Tenant's use of the Premises caused by deferred or inadequate maintenance, as is required for Tenant's access to, occupancy, possession, use and enjoyment of the Premises as provided in this Lease including but not limited to the following items: (i) the foundation, roof structure, exterior walls and other structural parts of the Building, (ii) the elevators on the Premises, (iii) all other portions of the Building not the obligation of Tenant or any other tenant in the Building, (iv) the Common Areas, (v) exterior window washing on an as requested basis by Tenant (except Tenant is responsible for the exterior windows and doors located at the first floor entries to the Building); provided however, that all Landlord exterior window washing costs shall be passed through to the Tenant as Additional Rent, whether occurring during the Base Year or in subsequent years during the Term, and (vi) the HVAC, life safety, mechanical, electrical and plumbing systems installed in the Building (excluding, however, any heating, air conditioning or lighting equipment installed by Tenant in the Premises after the completion of the Landlord's Work, such as additional supplemental air conditioning in a server room within the Premises, which repair shall be Tenant's sole responsibility), but Landlord shall not be liable or responsible for breakdowns or temporary interruptions in service where reasonable efforts are used to restore service (except as otherwise provided in this Lease), and provided further that Landlord shall not be responsible for any repair or maintenance which is caused in whole or in part by the act or omission of Tenant or its agents, contractors, employees, or guests. In the event of such repair or maintenance caused by the act or omission of Tenant, Tenant shall pay for such repair or maintenance upon demand from Landlord and shall indemnify, defend, protect and hold harmless Landlord against any and all loss, cost or liability in connection therewith. Tenant expressly waives the benefits of any statute, including Civil Code Sections 1941 and 1942, which would afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Building in good order, condition and repair. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as the result of Landlord commercially reasonable acts in performing any such maintenance and repair work. Landlord shall make all necessary

repairs and replacements required of Landlord pursuant to this Section 9.2, within a reasonable period following receipt of notice of the need therefor from Tenant. Except in emergency situations (as described in Section 23 below), Landlord shall give not less than three (3) business days prior notice (including phone numbers and a contact to call with any questions or concerns) to Tenant, in the event of any material pest control, painting, remodeling, renovation, repair, carpet installation, or other work ("Non-emergency Work") affecting the Premises or common areas of the Building or Project, including but not limited to any Non-emergency Work that generates dust, fumes, mists, vapors, gases or other odors.

9.3 Landscaping Services. Landlord shall arrange and pay for professional landscaping services to maintain the appearance, cleanliness and safety of the landscaping of the Project, which costs will be reimbursed by Tenant in proportion to Tenant's Percentage Share as part of Tenant's additional rent obligation described in Section 4.3 above. Landlord's obligations shall include the removal of routine trash and litter removal from the Common Areas.

9.4 Failure to Repair or Maintain. In the event Tenant fails to perform Tenant's obligations under this Section 9, Landlord may, but shall not be required to, give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant shall fail to commence such work and diligently prosecute it to completion, then Landlord shall have the right (but not the obligation) to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any reasonable amounts so expended by Landlord will be additional rent due under this Lease, and such amounts will become due and payable on demand by Landlord. Landlord shall have no liability to Tenant for any such damages, inconvenience or interference with the use of the Premises by Tenant as a result of performing such work.

9.5 Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good condition and repair, ordinary wear and tear excepted. The term "ordinary wear and tear" as used herein shall mean wear and tear which manifests itself solely through normal intensity of use and passage of time consistent with the employment of commercially prudent measures to protect finishes and components from damage and excessive wear, the application of regular and appropriate preventative maintenance practices and procedures, routine cleaning and servicing, waxing, polishing, adjusting, repair, refurbishment and replacement at a standard of appearance and utility and as often as appropriate for Class A corporate and professional office occupancies in the Napa Valley Gateway Business Park area. The term "ordinary wear and tear" would thus encompass the natural fading of painted surfaces, fabric and materials over time, and carpet wear caused by normal foot traffic. To the extent that such wear and tear exceeds the normal Class A office occupancy standards of the Napa Valley Gateway Business Park area, such would be considered items of deferred maintenance indicative of a degradation of the improvements. The term "ordinary wear and tear" shall not include any damage or deterioration that could have been prevented by Tenant's employment of ordinary prudence, care and diligence in the occupancy and use of the Premises and the performance of all of its obligations under this Lease. Items not considered reasonable wear and tear hereunder include the following for which Tenant shall bear the obligation for repair and restoration (except to the extent caused by the gross negligence or willful misconduct of Landlord or its employees or agents) (i) excessively soiled, stained, worn or marked surfaces or finishes; (ii) damage, including holes in building surfaces (e.g., cabinets, doors, walls, ceilings and floors) caused by the installation or removal of Tenant's trade fixtures, furnishings, decorations, equipment, alterations, utility installations, security systems, communications systems (including cabling, wiring and conduits), displays and signs; and (iii) damage to any component, fixture, hardware, system or component part thereof within the Premises, and any such damage to the Building or Project, caused by Tenant or its agents, contractors or employees, and not fully recovered by Landlord from insurance proceeds. Tenant, at its sole cost and expense, agrees to repair any damages to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, signs, machinery, equipment, cabinetwork, furniture, moveable partitions or permanent improvements or

additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction. Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation, any claims made by any succeeding tenant resulting from such delay.

9.6 Tenant Real Property Lease Annual Inspection. Tenant's Public Works Property Management Division staff ("Division Staff") shall have unobstructed access to the Project for visual observation and non-intrusive physical examination of the subject areas during annual walk-through inspections. The intent of the annual inspection is to identify major health and safety concerns in locations leased from external entities where Tenant provides public service, living environments, or work environments. Division Staff will contact Landlord to arrange a mutually agreeable date and time for the annual inspection. If conditions are identified during the annual inspection that would threaten the health and safety of Tenant's staff or any members of the public, and said deficiencies are within the responsibility of Landlord under this Lease, Division Staff will report said deficiencies to Landlord within five (5) business days of the date of the annual inspection. The report will specifically identify the deficiencies and establish a reasonable time frame for Landlord to cure the deficiencies. The timeframe for Landlord to cure deficiencies shall be reasonable and will reflect the seriousness of the issues identified and the impact to Tenant's programs.

10. Alterations.

10.1 Consent Required. Tenant shall not make any alterations, improvements or additions (each, an "Alteration") in, on or about the Premises without Landlord's prior written consent, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Tenant may make Alterations without Landlord's prior written consent where (i) the reasonably estimated cost of the Alteration and together with the cost of any other Alteration made during the immediately preceding twelve (12) months does not exceed $10,000, and (ii) such Alterations do not affect or involve the structural integrity, roof membrane, exterior areas, building systems or water-tight nature of the Premises, Building or Project. In requesting Landlord's consent, Tenant shall, at Tenant's sole cost, submit to Landlord complete drawings and specifications describing the Alteration and the identity of the proposed contractor.

10.2 Conditions.

10.2.1 Notice. Before commencing any work relating to Alterations, Tenant shall notify Landlord of the expected date of commencement thereof and of the anticipated cost thereof. Landlord shall then have the right at any time and from time to time to post and maintain on the Premises such notices as Landlord reasonably deems necessary to protect the Premises and Landlord from mechanics' liens or any other liens.

10.2.2 Liens. Tenant shall pay when due all claims for labor or materials furnished to Tenant for use in the Premises. Tenant shall not permit any mechanics' liens or any other liens to be levied against the Premises for any labor or materials furnished to Tenant in connection with work performed on the Premises by or at the direction of Tenant. Tenant shall indemnify, hold harmless and defend Landlord (by counsel reasonably satisfactory to Landlord) from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant. In the event that Tenant shall not, within five (5) days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith, including attorneys' fees and costs, shall be payable to Landlord by Tenant on demand with interest at the Interest Rate.

10.2.3 Compliance with Laws. All Alterations in or about the Premises performed by or on behalf of Tenant shall be done in a first-class, workmanlike manner, shall not unreasonably lessen the value of leasehold improvements in the Premises, and shall be completed in compliance with all applicable laws, ordinances, regulations and orders of any governmental authority having jurisdiction thereover, as well as the requirements of insurers of the Premises and the Building.

10.2.4 Labor Disputes. Upon Landlord's request, Tenant shall remove any contractor, subcontractor or material supplier from the Premises and the Building if the work or presence of such person or entity results in labor disputes in or about the Building or Project or damage to the Premises, Building or Project.

10.2.5 Americans with Disabilities Act. Except for the Landlord's Work, Landlord, at Landlord's sole discretion, may refuse to grant Tenant permission for Alterations that require, because of application of the Americans with Disabilities Act or other laws, substantial improvements or alterations to be made to the Common Areas, unless Tenant agrees to payment of the costs of such improvements or alterations to the Common Areas.

10.2.6 End of Term. Landlord, by written notice, may require that Tenant, at Tenant's expense, remove any Alterations prior to or upon the expiration of this Lease, and restore the Premises to their condition prior to such Alterations. Unless Landlord requires their removal, as provided above, all Alterations made to the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises upon the expiration of this Lease; provided, however, that Tenant's machinery, equipment, and trade fixtures, other than any which may be affixed to the Premises so that they cannot be removed without material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Section 9.4 above.

10.2.7 Trade Fixtures. Subject to the provisions of this Lease regarding compliance with Laws and the foregoing provisions of this Section, Tenant may install and maintain furnishings, equipment, movable partitions, business equipment and other trade fixtures (the "Trade Fixtures") in the Premises, provided that the Trade Fixtures do not become an integral part of the Premises or the Building. Tenant shall promptly repair any damage to the Premises caused by any installation or removal of such Trade Fixtures.

11. Insurance and Indemnity.

11.1 Insurance. Tenant shall obtain and maintain during the Term the following insurance:

11.1.1 Commercial General Liability Insurance. Tenant shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Three Million and No/100ths Dollars ($3,000,000.00) each occurrence for bodily injury and property damage combined and Three Million and No/100ths Dollars ($3,000,000.00) annual general aggregate. Tenant's liability insurance policy or policies shall: (i) include premises and operations liability coverage, products and completed operations liability coverage, broad form property damage coverage, blanket contractual liability coverage including, to the maximum extent possible, coverage for the indemnification obligations of Tenant under this Lease, and personal and advertising injury coverage; (ii) provide that the insurance company has the duty to defend all insureds under the policy; (iii) provide that defense costs are paid in addition to and do not deplete any of the policy limits; (iv) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises; and (v) extend coverage to cover liability for the actions of Tenant's representatives and visitors.

11.1.2 Automobile Liability Insurance. Comprehensive automobile liability insurance having a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence, and insuring Tenant against liability for claims arising out of ownership, maintenance or use of any owned, hired, borrowed or non-owned automobiles;

11.1.3 Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Premises (including the all states endorsement and, if applicable, the volunteers endorsement), together with employer's liability insurance coverage in the amount of at least Two Million Dollars ($2,000,000);

11.1.4 Property Insurance. Tenant shall at all times maintain in effect with respect to any Alterations and Tenant's Trade Fixtures and personal property, commercial property insurance providing coverage, at a minimum, for "special form" perils, to the extent of one hundred percent (100%) of the full replacement cost of covered property, and for business income coverage for a minimum of twelve (12) months. Tenant may carry such insurance under a blanket policy, provided that such policy provides equivalent coverage to a separate policy. During the Term, the proceeds from any such policies of insurance shall be used for the repair or replacement of the Alterations, Trade Fixtures and personal property so insured. Landlord shall be provided coverage under such insurance to the extent of its insurable interest and, if requested by Landlord, both Landlord and Tenant shall sign all documents reasonably necessary or proper in connection with the settlement of any claim or loss under such insurance. Landlord will have no obligation to carry insurance on any Alterations or on Tenant's Trade Fixtures or personal property; and

11.1.5 Increased Insurance Coverage. Tenant shall increase the amounts of insurance as required by any mortgagee of Landlord, and as recommended by Landlord's insurance broker, if, in the opinion of either of them, the amount of insurance then required under this Lease is not adequate. Any limits set forth in this Lease on the amount or type of coverage required by Tenant's insurance shall not limit the liability of Tenant under this Lease.

11.2 General. The insurance carrier shall be authorized to do business in the State of California, with a policyholders and financial rating of at least A:IX Class status as rated in the most recent edition of Best's Key-Rating guide. Tenant's commercial general liability insurance policy shall be endorsed to provide that (i) it may not be canceled or altered in such a manner as to adversely affect the coverage afforded thereby without thirty (30) days' prior written notice to Landlord, and (ii) Landlord is designated as an additional insured, and (iii) such insurance is primary with respect to Landlord and that any other insurance maintained by Landlord is excess and noncontributing with such insurance. If, in the opinion of Landlord's lender or in the commercially reasonable opinion of Landlord's insurance adviser, the specified amounts of coverage are no longer adequate, such coverage shall, within thirty (30) days' written notice to Tenant, be appropriately increased. Prior to the commencement of the Term, Tenant shall deliver to Landlord a duplicate of such policy or a certificate thereof to Landlord for retention by it with endorsements. At least thirty (30) days prior to the expiration of such policy or any renewal or modification thereof, Tenant shall deliver to Landlord a replacement or renewal binder, followed by a duplicate policy or certificate within a reasonable time thereafter. If Tenant fails to obtain such insurance or to furnish Landlord any such duplicate policy or certificate as herein required, Landlord may, at its election, without notice to Tenant and without any obligation to do so, procure and maintain such coverage and Tenant shall reimburse Landlord on demand as additional rent for any premium so paid by Landlord.

11.3 Waiver of Claims. Landlord waives all claims against Tenant and Tenant's officers, directors, partners, employees, agents and representatives for loss or damage to the extent that such loss or damage is insured against under any valid and collectable insurance policy insuring Landlord or would have been insured against but for any deductible amount under any such policy. Tenant waives all

claims against Landlord and Landlord's officers, directors, partners, employees, affiliates, joint venturers, members, trustees, owners, shareholders, principals, agents, representatives, successors and assigns, for loss or damage to the extent such loss or damage is insured against under any valid and collectable insurance policy insuring Tenant or required to be maintained by Tenant under this Lease, or would have been insured against but for any deductible amount under any such policy. The insuring party shall, upon obtaining the policies of insurance required under this Lease, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. Tenant agrees that in the event of a sale, assignment or transfer of the Premises by Landlord, this waiver of subrogation shall continue in favor of the original Landlord and any subsequent Landlord.

11.4 Landlord's Insurance. During the Term, Landlord shall keep the Building insured against loss or damage by fire, with extended coverage and vandalism, malicious mischief and special extended perils (all risk) endorsements or their equivalents, in amounts not less than one hundred percent (100%) of the replacement cost of the Building and structures insured. Landlord may maintain rent insurance, for the benefit of Landlord, equal to at least one year's Base Rent hereunder. If this Lease is terminated as a result of damage by fire, casualty or earthquake, all insurance proceeds shall be paid to and retained by Landlord, subject to the rights of any authorized encumbrancer of Landlord (with standard mortgagee loss payable clause) in accordance with their respective interests. If this Lease is terminated as a result of damage by fire, flood, casualty or earthquake, all insurance proceeds shall be paid to and retained by Landlord, subject to the rights of any authorized encumbrancer of Landlord. In addition, Landlord may maintain rent insurance for the benefit of Landlord, equal to at least one year's Base Rent hereunder. The premiums for Landlord's insurance obtained and maintained pursuant to this Section 11.4 will be added to the Operating Costs for purpose of determining Additional Rent. Landlord shall also maintain commercially reasonable liability insurance covering the Common Areas.

11.5 Earthquake and Flood. Tenant acknowledges that Landlord does not, at the time of the signing of this Lease, insure the Building for earthquake or flood damage. Landlord may, if required by Landlord's lender, insure the Building fully or partially for earthquake and/or flood damage at Landlord's sole cost and expense and shall not pass on any added costs to Tenant related to earthquake or flood insurance.

11.6 Indemnity. Tenant waives all claims against Landlord for any injury to Tenant's business or loss of income there from, damage to any property or injury to or death of any person in, on, or about the Premises, the Building, or any other portion of the Project arising at any time and from any cause, unless caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors. Tenant hereby agrees to defend, indemnify, protect and hold harmless Landlord from and against any and all damages, loss claim, cause of action, liability and expense (including reasonable attorneys' fees) to the extent such arise out of Tenant's negligent acts or omissions or willful misconduct occurring in connection with this Lease. Landlord hereby agrees to defend, indemnify, protect and hold harmless Tenant, its offices, employees and agents from and against any and all damage, loss, claim, cause of action, liability and expense (including reasonable attorneys' fees) to the extent such arise out of the negligent acts, omissions or willful misconduct of Landlord or its employees, subcontractors or agents, occurring in connection with this Lease. The provisions of this Section 11.6 shall survive the termination of expiration of this Lease with respect to any damage, injury, or death occurring prior to such expiration or termination.

12. Damage or Destruction.

12.1 Landlord's Obligation to Rebuild. Subject to the provisions of Sections 12.2, 12.3 and 12.4 below, if, during the Term, the Premises are totally or partially destroyed from any insured casualty, Landlord shall, within ninety (90) days after the destruction, commence to restore the Premises to substantially the same condition as they were in immediately before the destruction and prosecute the same

diligently to completion. Such destruction shall not terminate this Lease. Landlord's obligation shall not include repair or replacement of Tenant's alterations or Tenant's equipment, furnishings, fixtures and personal property. If the existing laws do not permit the Premises to be restored to substantially the same condition as they were in immediately before destruction, and Landlord is unable to get a variance to such laws to permit the commencement of restoration of the Premises within the 90-day period, then either party may terminate this Lease by giving written notice to the other party within thirty (30) days after expiration of the 90-day period.

12.2 Right to Terminate.

(a) Landlord shall have the option to terminate this Lease if the Premises or the Building is destroyed or damaged by fire or other casualty, regardless of whether the casualty is insured against under this Lease, if Landlord reasonably determines that (i) there are insufficient insurance proceeds made available to Landlord to pay all of the costs of the repair or restoration or (ii) the repair or restoration of the Premises or the Building cannot be completed within one hundred eighty (180) days after the date of the casualty. If Landlord elects to exercise the right to terminate this Lease as a result of a casualty, Landlord shall exercise the right by giving Tenant written notice of its election to terminate this Lease within sixty (60) days after the date of the casualty, in which event this Lease shall terminate fifteen (15) days after the date of the notice. If Landlord does not exercise its right to terminate this Lease, within forty-five (45) days following the date of the casualty Landlord shall provide written notice to Tenant of its election to proceed with the repair or restoration of the Premises or the Building and the estimated completion date.

(b) Nothwithstanding anything stated to the contrary in this Section 12.2, Tenant shall have the right to terminate this Lease if the repair or restoration cannot be completed within one hundred eighty (180) days after the date of the casualty, by providing written notice within ten (10) days following receipt of such notice from Landlord. If Tenant does not exercise its right to terminate the Lease, Landlord shall promptly commence the process of obtaining all of the necessary permits and approvals for the repair or restoration of the Premises or the Building as soon as practicable and thereafter prosecute the repair or restoration of the Premises or the Building diligently to completion and this Lease shall continue in full force and effect.

12.3 Last Year of Term. In addition to Landlord's right to terminate this Lease under Section 12.2, Landlord shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Tenant if the Premises or Building is substantially destroyed or damaged during the last twelve (12) months of the Term. Landlord shall notify Tenant in writing of its election to terminate this Lease under this Section 12.3, if at all, within forty-five (45) days after Landlord determines that the Premises or Building has been substantially destroyed. If Landlord does not elect to terminate this Lease, the repair of the Premises or Building shall be governed by Sections 12.1, 12.2 and 12.4.

12.4 Uninsured Casualty. If the Premises are damaged from any uninsured casualty to any extent whatsoever, Landlord may within ninety (90) days following the date of such damage: (i) commence to restore the Premises to substantially the same condition as they were in immediately before the destruction and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or (ii) within the 90-day period Landlord may elect not to so restore the Premises, in which event this Lease shall cease and terminate. In either such event, Landlord shall give Tenant written notice of its intention within the 90-day period.

12.5 Abatement of Rent. In the event of destruction or damage to the Premises which materially interferes with Tenant's use of the Premises, if this Lease is not terminated as above provided, there shall be an abatement or reduction of Base Rent between the date of destruction and the date Landlord substantially completes its reconstruction obligations, based upon the extent to which the destruction

materially interferes with Tenant's use of the Premises. All other obligations of Tenant under this Lease shall remain in full force and effect. Except for abatement of Base Rent, Tenant shall have no claim against Landlord for any loss suffered by Tenant due to damage or destruction of the Premises or any work of repair undertaken as herein provided.

12.6 Waiver. The provisions of California Civil Code Sections 1932(2) and 1933(4), and any successor statutes, are inapplicable with respect to any destruction of the Premises, such sections providing that a lease terminates upon the destruction of the Premises unless otherwise agreed between the parties to the contrary.

13. Eminent Domain.

13.1 Condemnation. If all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain or sold in lieu of condemnation ("Condemned"), this Lease shall terminate as to the part so taken as of the date of title vesting in such proceeding. In the case of a partial condemnation of greater than fifty percent (50%) of the rentable area of the Premises, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Premises by notice to the other within thirty (30) days after the date of title vesting in such proceeding. In the event of a partial condemnation of the Premises which does not result in a termination of this Lease, the monthly Base Rent thereafter to be paid shall be equitably reduced on a rentable square footage basis. If the continued occupancy of Tenant is materially interfered with for any time during the partial taking, notwithstanding the partial taking does not terminate this Lease as to the part not so taken, the Base Rent shall proportionately abate so long as Tenant is not able to continuously occupy the part remaining and not so taken.

13.2 Award. If the Premises are wholly or partially Condemned, Landlord shall be entitled to the entire award paid in connection with such condemnation, and Tenant waives any right or claim to any part thereof from Landlord or the condemning authority. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all costs which Tenant might incur in moving Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment to a new location.

14. Assignment and Subletting.

14.1 Assignment and Subletting; Prohibition. Tenant shall not assign, mortgage, pledge or otherwise transfer this Lease, in whole or in part (each hereinafter referred to as an "assignment"), nor sublet or permit occupancy by any party other than Tenant of all or any part of the Premises (each hereinafter referred to as a "sublet" or "subletting"), without the prior written consent of Landlord in each instance, which consent may not be withheld in Landlord's sole and absolute discretion. Notwithstanding the foregoing, Tenant shall have the right to sublet or license space within the Premises to partners providing program services to Tenant's customers and clients, without Landlord's consent but with prior written notice to Landlord, provided that such subtenant's use of the Premises is permitted pursuant to Section 7 of this Lease. No assignment or subletting by Tenant shall relieve Tenant of any obligation under this Lease, including Tenant's obligation to pay Base Rent and additional rent hereunder. Any purported assignment or subletting contrary to the provisions of this Lease without Landlord's prior written consent shall be void. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for obtaining Landlord's consent to any subsequent assignment or subletting. Landlord may consent to any subsequent assignment or subletting, or any amendment to or modification of this Lease with the assignees of Tenant, without notifying Tenant or any successor of Tenant, and without obtaining its or their consent thereto, and such action shall not relieve Tenant or any successor of Tenant of any liability under this Lease.

As additional rent hereunder, Tenant shall reimburse Landlord for all reasonable legal fees and other expenses incurred by Landlord in connection with any request by Tenant for consent to an assignment or subletting.

14.2 Information to be Furnished. If Tenant desires at any time to assign its interest in this Lease or sublet the Premises, Tenant shall first notify Landlord of its desire to do so and shall submit in writing to Landlord: (i) the name of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business to be conducted in the Premises; (iii) the terms and provisions of the proposed assignment or sublease, including the date upon which the assignment shall be effective or the commencement date of the sublease (hereinafter referred to as the "Transfer Effective Date") and a copy of the proposed form of assignment or sublease; and (iv) such financial information, including financial statements, and other information as Landlord may reasonably request concerning the proposed assignee or subtenant.

14.3 Landlord's Election. At any time within thirty (30) days after Landlord's receipt of the information specified in Section 14.2, Landlord may, by written notice to Tenant, elect to (i) consent to the proposed assignment or subletting by Tenant; or (ii) withhold its consent to the proposed assignment or subletting by Tenant.

14.4 Withholding Consent. Without limiting other situations in which it may be reasonable for Landlord to withhold its consent to any proposed assignment or sublease, Landlord and Tenant agree that it shall be reasonable for Landlord to withhold its consent in any one (1) or more of the following situations: (1) in Landlord's reasonable judgment, the proposed subtenant or assignee or the proposed use of the Premises would detract from the status of the Building as a first-class office building, generate vehicle or foot traffic, parking or occupancy density materially in excess of the amount customary for the Building or the Project or result in a materially greater use of the elevator, janitorial, security or other Building services (e.g., HVAC, trash disposal and sanitary sewer flows) than is customary for the Project; (2) in Landlord's reasonable judgment, the creditworthiness of the proposed subtenant or assignee does not meet the credit standards applied by Landlord in considering other tenants for the lease of space in the Project on comparable terms, or Tenant has failed to provide Landlord with reasonable proof of the creditworthiness of the proposed subtenant or assignee; (3) in Landlord's reasonable judgment, the business history, experience or reputation in the community of the proposed subtenant or assignee does not meet the standards applied by Landlord in considering other tenants for occupancy in the Project; or (4) the proposed subtenant or assignee is a then existing or prospective tenant of the Project. If Landlord fails to elect any of the alternatives within the thirty (30) day period referenced in Section 14.3, it shall be deemed that Landlord has refused its consent to the proposed assignment or sublease.

14.5 Bonus Rental. If, in connection with any assignment or sublease, Tenant receives rent or other consideration, either initially or over the term of the assignment or sublease, in excess of the Rent called for hereunder, or in case of the sublease of a portion of the Premises, in excess of such Rent fairly allocable to such portion, Tenant shall pay to Landlord, as additional rent hereunder, fifty percent (50%) of the excess of each such payment of Rent or other consideration received by Tenant promptly after Tenant's receipt of such Rent or other consideration. To the extent that a subtenant or assignee pays the leasing commissions or brokerage fees incurred in connection with the assignment or sublease, the cost of partitioning the Premises for multiple occupancy, or any other costs or expenses normally paid by a landlord in connection with a lease of commercial office property located in Napa County, or a sublandlord in connection with a sublease of office space in Napa County, or the subtenant purchases goods or services from sublandlord or an affiliate of sublandlord for an amount in excess of the fair market value for such goods or services, such costs incurred or amounts expended shall be deemed to be "other consideration" for purposes of calculating excess Rent due to Landlord hereunder.

14.6 Scope. The prohibition against assigning or subletting contained in this Section 14 shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease is assigned, or if the underlying beneficial interest of Tenant is transferred, or if the Premises or any part thereof is sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent due herein and apportion any excess rent so collected in accordance with the terms of Section 14.6, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the provisions regarding assignment and subletting, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. No assignment or subletting shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee), and Tenant shall not be released from performing any of the terms, covenants and conditions of this Lease.

14.7 Executed Counterparts. Except for subleases allowed under Section 14.1, no other sublease or assignment shall be valid, nor shall any subtenant or assignee take possession of the Premises, until a fully executed counterpart of the sublease or assignment has been delivered to Landlord and Landlord, Tenant and the applicable assignee or subtenant have entered into a consent to assignment or sublease in a form acceptable to Landlord.

14.8 Transfer of a Majority Interest. If Tenant is a non-publicly traded corporation, the transfer (as a consequence of a single transaction or any number of separate transactions) of fifty percent (50%) or more or of a controlling interest or the beneficial ownership interest of the voting stock of Tenant issued and outstanding as of the Effective Date shall constitute an assignment hereunder for which Landlord's prior written consent is required. If Tenant is a partnership, limited liability company, trust or an unincorporated association, the transfer of a controlling or majority interest therein shall constitute an assignment hereunder for which Landlord's prior written consent is required.

14.10 Transfer to Affiliate. Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's written consent, but subject to all other provisions of this Lease, to any corporation or other entity which controls, is controlled by, or is under common control with Tenant, or to any corporation or other entity resulting from a merger or consolidation of Tenant (collectively, an "Affiliate"), subject to all the terms of this Lease upon such an assignment or sublease to an Affiliate), provided that (i) the Affiliate assumes in writing all of Tenant's obligations under this Lease, and (ii) the original party(ies) executing this Lease as "Tenant" remain fully liable under this Lease, and (iii) Landlord receives written notification of such transfer and provides Landlord with all relevant documents requested by Landlord, at least twenty (20) days prior to the effective date of such transfer; and (iv) Tenant is not then and has not been in default under this Lease.

15. Default by Tenant.

15.1 Events of Default. The occurrence of any of the following events shall constitute an event of default on the part of Tenant under this Lease:

15.1.1 Payment. A failure by Tenant to pay Rent within five (5) business days after such payment is due;

15.1.2 Bankruptcy. The bankruptcy or insolvency of Tenant, any transfer by Tenant to defraud creditors, any assignment for the benefit of creditors, or the commencement of any proceedings of any kind by or against Tenant under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act unless, in the event any such proceedings are involuntary, Tenant is discharged from the same within sixty (60) days thereafter; the appointment of a

receiver for a substantial part of the assets of Tenant; or the levy upon this Lease or any estate of Tenant hereunder by any attachment or execution;

15.1.3 Abandonment or Vacation. The abandonment or vacation of the Premises without payment of Rent;

15.1.4 Performance of Lease Terms. Tenant's failure to perform any of the terms, covenants, agreements or conditions of this Lease to be observed or performed by Tenant (excluding any event of default under Section 15.1.1 above), which default has not been cured within thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within the 30-day period, Tenant shall not be deemed to be in default if within such period Tenant shall commence such cure and thereafter diligently prosecute the same to completion; and

15.1.5 Failure to Comply. Tenant's failure to comply with the provisions contained in Sections 18 and 19.

An event of default shall constitute a default by Tenant under this Lease.

15.2 Remedies. In the event of any default or breach by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

15.2.1. Continue Lease. Pursue the remedy described in California Civil Code Section 1951.4 whereby Landlord may continue this Lease in full force and effect after Tenant's breach and recover the Rent and any other monetary charges as they become due, without terminating Tenant's right to sublet or assign this Lease, subject only to reasonable limitations as herein provided. During the period Tenant is in default, Landlord shall have the right to do all acts necessary to preserve and maintain the Premises as Landlord deems reasonable and necessary, including removal of all persons and property from the Premises, and Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining Term.

15.2.2. Perform. Pay or perform such obligation due (but shall not be obligated to do so), if Tenant fails to pay or perform any obligations when due under this Lease within the time permitted for their payment or performance. In such case, the costs incurred by Landlord in connection with the performance of any such obligation will be Additional Rent due under this Lease and will become due and payable on demand by Landlord.

15.2.3. Terminate. Terminate Tenant's rights to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, without limitation, the following: (A) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus (B) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that is proved could have been reasonably avoided; plus (C) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that is proved could be reasonably avoided; plus (D) any other amount necessary to compensate Landlord for all the detriment

proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus (E) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. In addition, Landlord shall be entitled to recover from Tenant the unamortized portion of any tenant improvement allowance, free rent or other allowance provided by Landlord to Tenant and any brokerage commission or finders fee paid or incurred by Landlord in connection with this Lease (amortized with interest at the Interest Rate on a straight line-basis over the original term of this Lease.) Upon any such termination of Tenant's possessory interest in and to the Premises, Tenant (and at Landlord's sole election, Tenant's sublessees) shall no longer have any interest in the Premises, and Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises which Landlord in its sole discretion deems reasonable and necessary. The "worth at the time of award" of the amounts referred to in subparagraphs (A) and (B) above is computed by allowing interest at the maximum rate an individual is permitted by law to charge. The worth at the time of award of the amount referred to in subparagraph (C) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

15.2.4. Additional Remedies. Pursue any other legal or equitable remedy available to Landlord. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the rate of ten percent (10%) per annum.

15.3. Waiver of Right of Redemption. In the event Tenant is evicted or Landlord takes possession of the Premises by reason of any default by Tenant hereunder, Tenant hereby waives any right of redemption or relief from forfeiture as provided by law.

15.4. Continue. Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover Rent as it becomes due under this Lease. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease, shall not constitute a termination of Tenant's right to possession.

15.5. Tenant's Exercise Rights. In the event Tenant is in default under any provision of this Lease then, at Landlord's sole election: (i) Tenant shall not have the right to exercise any available right, option or election under this Lease ("Tenant's Exercise Rights"), (ii) Tenant shall not have the right to consummate any transaction or event triggered by the exercise of any of Tenant's Exercise Rights, and (iii) Landlord shall not be obligated to give Tenant any required notices or information relating to the exercise of any of Tenant's Exercise Rights hereunder.

16. Default by Landlord; Tenant's Remedies.

16.1. Each of the following shall constitute a default by Landlord under this Lease:

16.1.1. Landlord's failure to maintain, repair, operate or service the Premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Landlord's receipt of notice thereof from the Tenant-authorized representative.

16.2. If a default, occurs, Tenant may, by notice to the Landlord, proceed with either of the following remedies:

16.2.1. Terminate this Lease, which termination shall be effective when received by Landlord, and pursue any other remedy Tenant has in law and in equity.

16.2.2 In addition to any other remedies at law or in equity, to commence suit against Landlord to compel Landlord's performance and to recover damages suffered by Tenant.

17. Intentionally Deleted.

18. Estoppel Certificate.

18.1. Obligation to Execute Estoppel. Tenant shall within fifteen (15) days after notice from Landlord, execute, acknowledge and deliver to Landlord a statement certifying (i) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), (ii) the amount of the Rent and the Security Deposit, (iii) the date to which the Rent has been paid, (iv) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed, and (v) such other matters as may reasonably be requested by Landlord. Any such statement may be conclusively relied upon by Landlord and any prospective purchaser or encumbrancer of the Building.

18.2. Failure to Execute Estoppel. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) there are no uncured defaults in Landlord's performance, and (iii) not more than one month's Base Rent has been paid in advance.

19. State of Title; Subordination and Attornment.

19.1 State of Title. Landlord warrants and represents to Tenant that there is no recorded and/or nonrecorded matter of any kind whatsoever affecting the real property that restricts or impedes, and/or is in conflict with, the use or occupancy of the Premises, and/or the rights, liabilities, and obligations of the parties to this Lease.

19.2 Subordination and Attornment. Subject to the provisions of this paragraph, this Lease and all of Tenant's rights hereunder shall be subordinate to the lien of any future mortgage, deed of trust or any other security instrument, hereafter affecting or encumbering the Project (an "Encumbrance"; the holder of the beneficial interest thereunder being referred to as an "Encumbrancer"). Subordination of this Lease to an Encumbrance shall be effected only pursuant to a subordination, attornment and nondisturbance agreement between Landlord, Tenant and the Encumbrancer under an Encumbrance, based on the Landlord's lender's standard form of agreement, a copy of which is attached hereto as Exhibit D (which as of the date of this Lease, the current Landlord's lender is Bank of Stockton) (the "Subordination Agreement"). In no event shall the provisions of this paragraph, nor any Subordination Agreement, in any manner increase or enlarge the obligations of Tenant under this Lease or diminish or adversely affect Tenant's rights under this Lease. If Landlord, Tenant and an Encumbrancer have entered into a Subordination Agreement hereunder, then, if such Encumbrancer's Encumbrance to which this Lease is subordinated is foreclosed, or a deed in lieu of foreclosure is given to the Encumbrancer, Tenant shall attorn to the purchaser at the foreclosure sale or to the grantee under the deed in lieu of foreclosure, and such purchaser shall assume Landlord's obligations under this Lease in accordance with the terms of the Subordination Agreement. An Encumbrancer may subordinate its Encumbrance to this Lease and, if any Encumbrancer so elects by notice to Tenant, this Lease shall be deemed prior to such Encumbrance, now or hereinafter placed on or against the Project or on or against Landlord's interests or estate therein without the necessity of having further instruments on the part of Tenant to effect such subordination. Provided,

however, that as to any future holder of a mortgage or deed of trust, such subordination shall be effective only if said holder agrees that this Lease shall survive termination of the mortgage or deed of trust by foreclosure, or otherwise, so long as Tenant is not in default with respect to any material provision of this Lease. In the event of the foreclosure of any mortgage or deed of trust, Tenant shall automatically be and become the tenant of and shall attorn to any mortgagee in possession or purchaser at foreclosure.

19.3 Nondisturbance. If any Encumbrance to which this Lease is subordinate is foreclosed, or a deed in lieu of foreclosure is given to the Encumbrancer thereunder, this Lease shall not terminate and the rights and possession of Tenant under this Lease shall not be disturbed if no default by County then exists under this Lease.

20. Attorneys' Fees. If Landlord uses the services of an attorney in order to secure Tenant's compliance with the terms of this Lease, Tenant shall reimburse Landlord upon demand for any and all attorneys' fees and expenses incurred by Landlord, whether or not formal legal proceedings are instituted by Landlord. In any action or proceeding which Landlord or Tenant brings against the other party in order to enforce its respective rights hereunder or by reason of the other party failing to comply with all of its obligations hereunder, whether for declaratory or other relief, the unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees, to be fixed by the court, and said costs and attorneys' fees shall be made a part of the judgment in said action. A party shall be deemed to have prevailed in any action (without limiting the definition of prevailing party) if such action is dismissed upon the payment by the other party of the amounts allegedly due or the performance of obligations which were allegedly not performed, or if such party obtains substantially the relief sought by such party in the action, regardless or whether such action is prosecuted to judgment.

21. Inducement Recapture. Any agreement by Landlord for free or abated rent or other charges applicable to the Premises, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions" shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease to be performed or observed by Tenant during the Term hereof as the same may be extended. Upon the occurrence of a Breach of this Lease by Tenant, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, and recoverable by Landlord, as additional rent due under this Lease, notwithstanding any subsequent cure of said Default by Tenant. The acceptance by Landlord of rent or the cure of the Default which initiated the operation of this Section 21 shall not be deemed a waiver by Landlord of the provisions of this Section 21 unless specifically so stated in writing by Landlord at the time of such acceptance

22. Notices. Any notice required or permitted to be given hereunder must be in writing and may be given by personal delivery or by mail, and if given by mail shall be deemed sufficiently given when sent by registered or certified mail addressed to Landlord or Tenant at their respective addresses set forth in the Basic Lease Information. Either party may by written notice to the other specify a different address for notice purposes.

23. Access. Landlord hereby understands and acknowledges that Tenant's operations are subject to strict security operational requirements under Federal and State law. Given such security restrictions, Landlord, its agents, representatives and designees shall only have the right to enter the Premises by providing Tenant at least three (3) business days' notice and making prior arrangements with Tenant so that Landlord and its agents can be escorted by a Tenant authorized representative inside the Premises. Notwithstanding the foregoing, in the event of an emergency, Landlord may

access the Premises after providing notice to Tenant, and Tenant shall have the right, but not the obligation to accompany Landlord into the Premises during Landlord's performance of any emergency related work. During the ninety (90) days prior to the expiration of the Lease Term, Landlord may place upon the Premises "For Lease" or other similar signs which shall not obstruct Tenant's signage or access the Premises and Tenant shall permit said "For Lease" signs to remain thereon displayed.

24. Compliance with Applicable Law. Landlord shall comply with all Federal, state and local laws applicable to the Landlord as owner or lessor, or both, of the Premises or Project, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Landlord's expense. Tenant will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease.

25. General Provisions.

25.1. Applicable Law. This Lease shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any choice of law statutes, regulations, provisions or requirements to the contrary.

25.2. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

25.3. Waiver. No waiver of any provision hereof by either party shall be deemed by the other party to be a waiver of any other provision, or of any subsequent breach of the same provision. Landlord's or Tenant's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to, or approval of, any subsequent act by the other party.

25.4. Holdover. Should Tenant, or any of its successors in interest, hold over in the Premises, or any part thereof, for three (3) months after the expiration of the Term unless otherwise agreed to in writing, such holding over shall constitute and be construed as tenancy from month-to-month only, at a monthly rent starting in the fourth month equal to the greater of (i) two hundred percent (200%) the Base Rent owed during the final year of the Term, as the same may have been extended, together with the Additional Rent due under this Lease, or (ii) fair market rent for the Premises, as reasonably determined by Landlord. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over. In addition, Tenant shall indemnify, protect, defend and hold harmless Landlord for all losses, expenses and damages, including any consequential damages incurred by Landlord, as a result of Tenant failing to surrender the Premises to Landlord and vacate the Premises by the end of the Term.

25.5. Successors and Assigns. Subject to the provisions of this Lease restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns.

25.6 Subleases. The voluntary or other surrender of this Lease by Tenant, the mutual cancellation thereof or the termination of this Lease by Landlord as a result of Tenant's default shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

25.7. Limitation of Liability. In the event that Landlord or any successor owner of the Building sells or conveys the Building, then all liabilities and obligations of Landlord or the successor owner under this Lease accruing after the sale or conveyance shall terminate and become binding on the

new owner, and Tenant shall release Landlord from all liability under this Lease (including, without limitation, the Security Deposit), except for acts or omissions of Landlord occurring prior to such sale or conveyance. Tenant expressly agrees that (i) the obligations of Landlord shall not constitute personal obligations of the officers, directors, partners, employees, affiliates, joint venturers, members, trustees, owners, shareholders, or other principals, agents or representatives of Landlord ("Member of Landlord"), and (ii) Tenant shall have recourse only to Landlord's interest in the Building of which the Premises are a part for the satisfaction of such obligations and not against the other assets of Landlord. In this regard, Tenant agrees that in the event of any actual or alleged failure, breach or default by Landlord of its obligations under this Lease, that (i) no Member of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction of Landlord), (ii) no judgment will be taken against any Member of Landlord, and any judgment taken against any Member of Landlord may be vacated and set aside at any time without hearing, (iii) no writ of execution will ever be levied against the assets of any Member of Landlord, and (iv) these agreements by Tenant are enforceable both by Landlord and by any Member of Landlord.

25.8. Authority. If Tenant is a corporation, limited liability company or partnership, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation, company or partnership and that this Lease is binding upon the corporation, company or partnership in accordance with its respective articles of incorporation and bylaws, operating agreement or partnership agreement.

25.9. Time. Time is expressly declared to be of the essence of this Lease and of each and every covenant, term, condition, and provision hereof.

25.10. Construction. The language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for nor against either Landlord or Tenant.

25.11. Definitions. As used in this Lease and whenever required by the context thereof, each number, both singular and plural, shall include all numbers and in each gender shall include all genders. Landlord and Tenant, as used in this Lease or in any other instrument referred to in or made a part of this Lease, shall likewise include both the singular and the plural, a corporation, limited liability company, partnership, individual or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity.

25.12. Exhibits. The Basic Lease Information, Exhibits and Addenda attached to this Lease and incorporated herein by reference thereto.

25.13. Force Majeure. Any delay in construction, repairs, or rebuilding any building, improvement or other structure herein shall be excused and the time limit extended to the extent that the delay is occasioned by reason of acts of God, pandemic, labor troubles, laws or regulations of applicability, acts of Tenant, or other occurrences, if beyond the reasonable control of Landlord or Tenant. Accordingly, each party's obligation to perform (excluding the payment of rent) shall be excused for the period of the delay and the period for performance shall be extended for a period equal to the period of such delay.

25.14. Broker's Fee. Each party represents that it has not had dealings with any real estate broker, finder or other person, with respect to this Lease in any manner, except the brokerage firm(s) specified in the Basic Lease Information. Each party shall hold harmless the other party from all damages resulting from any claim that may be asserted against the other party by any broker, finder, or other person with whom the other party has or purportedly has dealt. Seller shall pay any commissions or fees that are payable to the broker or finder specified in the Basic Lease Information, with respect to this Lease in accordance with the provisions of a separate agreement.

25.15. Entire Agreement. This Lease, including attached Exhibits, Addenda, and Basic Lease Information, contains all agreements and understandings of the parties and supersedes and cancels any and all prior or contemporaneous written or oral agreements, instruments, understandings, and communications of the parties with respect to the subject matter herein. This Lease, including the attached Exhibits, Addenda, and Basic Lease Information, may be modified only in a writing signed by each of the parties. The Exhibits, Addenda and Basic Lease Information attached to this Lease are incorporated herein by reference

25.16 Security Measures. Landlord will allow Tenant to use the existing card entry system (the "Entry System"), provided that Landlord shall have no responsibility for and Landlord makes no representations or warranties regarding such Entry System. Tenant shall contract with the security provider who operates the Entry System to arrange for access cards for Tenant's employees and to make other arrangements particular to Tenant's use of the Building. Tenant acknowledges and agrees that it shall be responsible for providing adequate security for its use of the Premises and shall have the right to install new security systems at its cost, and that Landlord shall have no obligation or liability with respect thereto, except to the extent, if any, that Landlord has specifically agreed elsewhere in this Lease to provide the same. Tenant shall cooperate and comply with, and cause Tenant's representatives and visitors to cooperate and comply with, such security measures. Landlord, its agents and employees shall have no liability to Tenant or its representatives or visitors for the implementation or exercise of, or the failure to implement or exercise, any such security measures or for any resulting disturbance of Tenant's use or enjoyment of the Premises. The cost of any security measures implemented by Landlord pursuant to this Section shall be included in the definition of Operating Expenses as set forth in this Lease.

25.17 Firearms and Ammunition. Tenant may store Government property, including but not limited to, weapons, ammunition, and other sensitive materials ("**Government Property**"), on the Premises, to the extent required in connection with the use of the Premises by the Tenant's agencies operating on the Premises. All such storage shall strictly comply with all applicable federal, state, and local laws and regulations, as well as Tenant's internal policies and procedures for the safe and secure storage of such property. Tenant shall be solely responsible for the proper handling, security, and accountability of all Government Property stored on the Premises. Tenant shall be solely responsible for and shall defend, indemnify, and hold Landlord and its agents harmless from and against all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's handlings, storage, security, use and disposal of the Government Property.

25.18 Landlord Notice Prior to Listing Property For Sale. In the event that Landlord elects to formally list the Premises, or the Project, or a portion thereof, for sale at any time during the initial Term of the Lease, Landlord shall notify Tenant of such listing prior to making such listing public.

25.19 Quiet Enjoyment. Landlord covenants that, upon Tenant's performing all of the terms, covenants, and conditions on Tenant's part to be observed and performed hereunder, Tenant shall peaceably and quietly enjoy the Premises hereby demised, free of claims of paramount title or of any person claiming under or through Landlord and free and clear of all exceptions, reservations, or encumbrances to title, created or suffered by Landlord.

(Signatures to Follow)

IN WITNESS WHEREOF, the parties have executed this Lease on the Effective Date first mentioned above.

"Landlord"	"Tenant"
GATEWAY PARTNERS 1, LLC a California limited liability company	THE COUNTY OF NAPA
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

APPROVED AS TO FORM
Napa County Counsel
By: _____
Date: County Counsel 8/27/25
Doc Title: _____

IN WITNESS WHEREOF, the parties have executed this Lease on the Effective Date first mentioned above.

"Landlord"	"Tenant"
GATEWAY PARTNERS I, LLC a California limited liability company	THE COUNTY OF NAPA
By _____	By: _____
Name: Michael DeSimone	Name: _____
Its Manager	Its _____

EXHIBIT A-1

DIAGRAM OF PREMISES

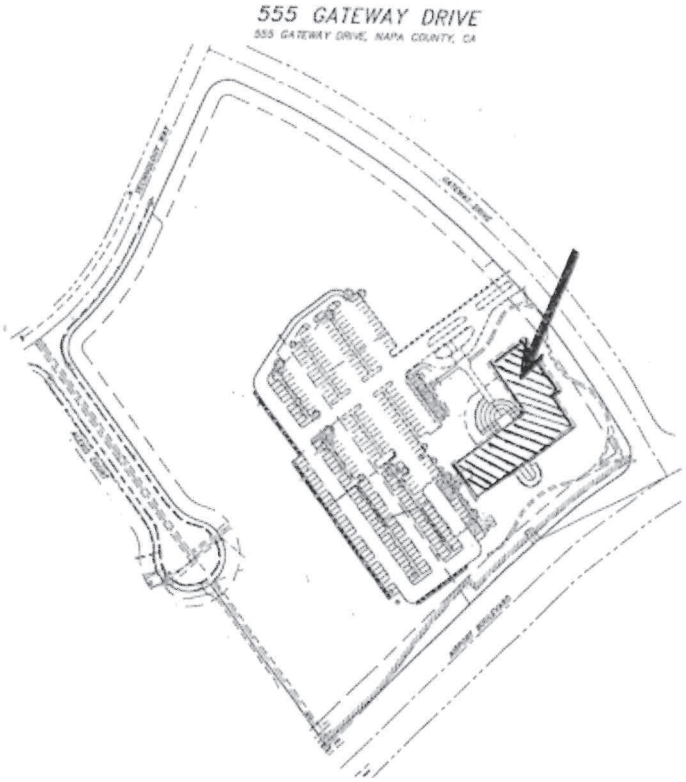


EXHIBIT A-2

DIAGRAM OF PROJECT

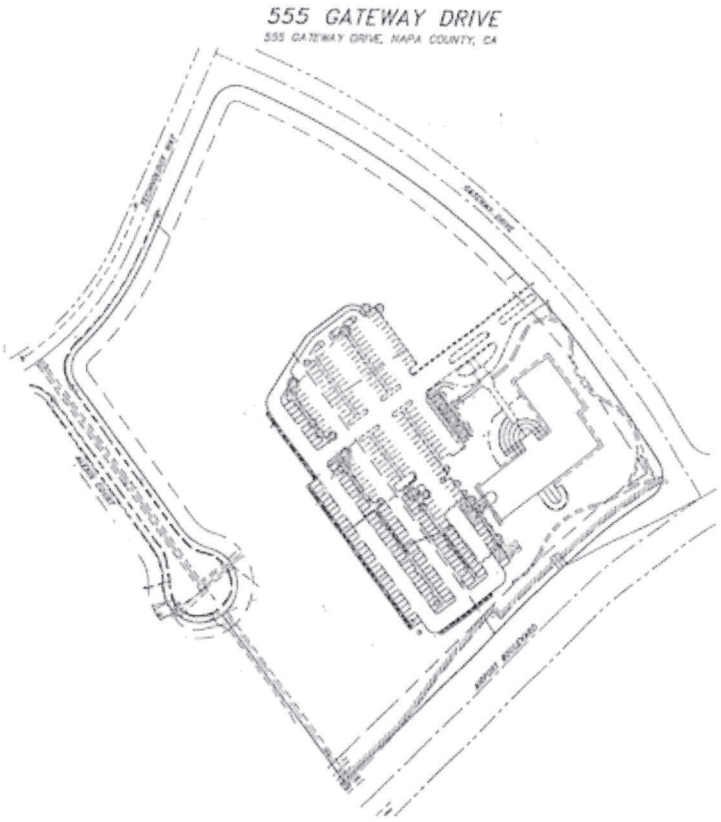


EXHIBIT B

RULES AND REGULATIONS

It is further agreed that the following rules and regulations (these "Rules and Regulations") shall be and are hereby made a part of this Lease, and Tenant agrees that Tenant's employees and agents, or any others permitted by Tenant to occupy or enter the Premises, will at all times abide by these Rules and Regulations, unless otherwise specified or provided for in the Lease, to wit:

1. The driveways, entrances and exits to the Building and the Project (the "Project"), sidewalks, passages, building entries, lobbies, corridors, stairways, and elevators of the Building shall not be obstructed by Tenant, or Tenant's agents or employees, or used for any purpose other than ingress and egress to and from the Premises. Tenant or Tenant's agents or employees shall not loiter on the lawn areas or other common areas of the Project.

(a) No safe or article, the weight of which may in the opinion of Landlord constitute a hazard to or damage to the Building or the Building's equipment, shall be moved into the Premises without Landlord's prior written approval, but such consent or approval shall not be unreasonably withheld, conditioned or delayed. Landlord and Tenant shall mutually agree to the location of such articles in the Premises. All damage done to the Project, Building or Premises by putting in, taking out or maintaining extra heavy equipment shall be repaired at the expense of Tenant.

(b) Landlord reserves the right to close and keep locked any and all entrances and exits of the Project and gates or doors closing the parking areas thereof during such hours as Landlord may deem advisable for the adequate protection of the Project and all tenants therein; provided however, Landlord's exercise of its rights pursuant to this Section shall not substantially interfere with Tenant's use of the Premises and Common Areas.

2. Except as otherwise provided for in the Lease, no sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of the Building unless of such color, size and style and in such place upon or in the Building as shall be first approved in writing by Landlord. No furniture or other materials shall be placed in outside the Building or in the Common Areas without the prior written consent of Landlord. Landlord shall have the right to remove all non permitted signs and furniture without notice to Tenant.

3. Tenant shall not employ any person or persons other than the janitor or cleaning contractor of Landlord for the purpose of cleaning or taking care of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Except as otherwise provided in the Lease, Landlord shall in no way be responsible to Tenant for any loss of property from the Premises, however occurring.

4. Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended, and any damage resulting to the same from misuse on the part of Tenant or Tenant's agents or employees, shall be paid for by Tenant. No person shall waste water by tying back or wedging the faucets or in any other manner.

5. No animals except service animals shall be allowed on the lawns or sidewalks or in the offices, halls, and corridors of the Building.

6. No persons shall disturb the occupants of this or adjoining buildings or premises by the use of any radio, sound equipment or musical instrument or by the making of loud or improper noises, nor

interfere in any way with the other tenants or those having business with them. Should sound mitigation measures be required due to sounds originating in the Premises, the costs of such measures shall be paid for by Tenant.

7. Bicycles or other vehicles, other than wheelchairs, shall not be permitted in the offices, halls, corridors and lobbies in the Building nor shall any obstruction of sidewalks or entrances of the Building by such be permitted.

8. Tenant shall not allow anything to be placed on the outside of the Building, nor shall anything be thrown by Tenant or Tenant's agents or employees, out of the windows or doors, or down the corridors, ventilation ducts or shafts of the Building. Tenant, except in case of fire or other emergency, shall not open any outside window.

9. No awnings shall be placed over any window or entrance.

10. All garbage, including wet garbage, refuse or trash shall be placed by Tenant in the receptacles designated by Landlord for that purpose. Tenant shall not burn any trash or garbage at any time in or about the leased Premises or any area of the Property. Tenant and Tenant's officers, agents, and employees shall not throw cigar or cigarette butts or other substances or litter of any kind in or about the Property.

11. Tenant shall not install or operate any steam or gas engine or boiler, or other machinery or carry on any mechanical business, other than such mechanical business which normally is identified with general use in the Premises. Explosives or other articles of an extra hazardous nature shall not be brought into the Building complex.

12. Intentionally Deleted.

13. Tenant and Tenant's agents and employees shall park their vehicles in areas designated from time-to-time for employee parking.

14. Tenant shall not mark, drive nails, screw, bore, or drill into, paint or in any way deface the common area walls, exterior walls, roof, foundations, bearing walls, or pillars without the prior written consent of Landlord. The expense of repairing any breakage, stoppage or damage resulting from a violation of this rule shall be borne by Tenant.

15. No waiver of any rule or regulation by Landlord shall be effective unless expressed in writing and signed by Landlord or its authorized agent.

16. Intentionally Deleted.

17. In the event of any conflict between these Rules and Regulations or any further or modified rules and regulations from time to time issued by Landlord, and the Lease provisions, the Lease provisions shall govern and control.

18. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable rules and regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, and for the preservation of good order therein, as well as for the convenience of other tenants of the Project. Landlord shall not be responsible to Tenant or to any other person for the non-observance or violation of these Rules and Regulations by any other tenant or person. Tenant shall be deemed to have

read these rules and Regulations and to have agreed to abide by them as a condition to its occupancy of the space herein leased, and Tenant shall abide by any additional rules and regulations which are ordered or requested by Landlord or by any governmental authority.

EXHIBIT C-1

Landlord's Work

This Work Letter Agreement supplements that certain Commercial Lease (the "Lease") dated September 9, 2025, executed by Gateway Partners 1, LLC, a California limited liability company ("Landlord") and the County of Napa ("Tenant") with regard to that certain lease entered into between Tenant and Landlord on September 9, 2025.

Landlord shall be responsible for construction of the tenant improvements (the "Tenant Improvements") described in the space plan and specifications approved by Landlord and Tenant (the "Approved Space Plan"), a copy of which is attached hereto as Exhibit C-2. Any material changes from the Approved Space Plan that increase construction costs or delay the construction schedule (as reasonably determined by Landlord), including without limitation additional work, units, quantities or changes to brands or finishes, shall be deemed additional work (the "Tenant Extra Improvements") and shall be at Tenant's sole cost and expense. It shall be Tenant's responsibility to ensure that the design and function of the Tenant Improvements are suitable for Tenant's business and needs. The improvements shall be constructed in accordance with current building standards, laws, regulations, ordinances and codes. In the event that building permits are required by the County of Napa, Landlord shall obtain such permits. Landlord shall not be required to install any Tenant Improvements which do not conform to the Approved Space Plan.

Landlord shall select the manufacturer and vendor of all building materials and equipment with respect to the Tenant Improvements to be constructed hereunder.

Notwithstanding anything to the contrary contained in the Lease or this Work Letter, Landlord's participation in the preparation of the Approved Space Plan shall not constitute any representation or warranty, express or implied, that the Approved Space Plan is in conformity with applicable governmental codes, regulations, or rules. Tenant acknowledges and agrees that the Premises are intended for use by Tenant and the specification and design requirements for the Tenant Improvements are not within the special knowledge or experience of Landlord.

Tenant shall not mortgage, grant a security interest in or otherwise encumber all or any portion of the Tenant Improvements.

TENANT IMPROVEMENTS

1. Landlord shall furnish, install, and pay for the cost of the Tenant Improvements.

Provided Landlord has received all necessary approvals and permits Landlord shall commence work on the Tenant Improvements within 10 business days following the vacation of the Premises and delivery of the Premises to Landlord by the existing tenant (whose lease is scheduled to expire on February 28, 2026), and continue until work is complete. It is estimated that the Tenant Improvements will take approximately eight (8) to twelve (12) weeks to complete.

Tenant shall pay for all Tenant Extra Improvements, including any additional revisions to the Approved Space Plan, within five (5) days following receipt of Landlord's written demand therefor, which demand(s) may be submitted to Tenant prior to commencement of construction of the Tenant Extra Improvements. If Tenant fails to pay within such five (5) day period, Landlord may, in addition to all other available remedies, (i) delay the commencement of construction of the Tenant Improvements and/or the Tenant Extra Improvements if such work has not commenced, or (ii) stop construction of the Tenant Improvements and/or Tenant Extra Improvements if such work has commenced, in either case until such time as Tenant

has paid Landlord for all Tenant Extra Improvements for which Tenant has received a written demand from Landlord.

2. In no event shall Landlord's obligations with respect to the Tenant Improvements include the following: (i) the costs of moving, procuring or installing any trade fixtures, equipment, appliances, furniture, furnishings, telephone or computer equipment or wiring or other personal property ("Personal Property") or (ii) any Change Orders (as defined below). Such work shall be at Tenant's sole cost and expense.

3. Tenant may request changes or modifications to the Approved Space Plan (each a "Change Order"), which changes or modifications shall be subject to Landlord's review and approval pursuant to Article 10 of the Lease regarding Alterations. The cost of any Change Order(s) shall be borne by Tenant. If Tenant shall request any Change Order, then Landlord shall promptly give Tenant a written estimate of (a) the cost engineering and design services to prepare the Change Order, (b) the cost of the work to be performed pursuant the Change Order, and (c) the time delay expected because of such requested Change Order. Within three (3) days after Tenant's receipt of the written estimate, Tenant shall notify Landlord in writing whether it approves the written estimate. If Tenant approves the written estimate, then Tenant shall accompany its approval with a check made payable to Landlord in the amount of the estimated cost of the Change Order. Upon Landlord's completion of the Change Order and submission of the final cost thereof to Tenant, Tenant shall promptly pay to Landlord any additional amounts incurred in excess of the written estimate. If such written authorization and check are not received by Landlord, then Landlord shall not be obligated to commence work and Tenant shall be responsible for any delay in completion of the work in accordance with Paragraph 7 below.

4. If substantial completion of the Tenant Improvements is delayed and if the cause of the delay is attributable to Tenant, then the substantial completion date shall be deemed to be the date if otherwise would have occurred but for the Tenant delays ("Tenant Delays"). Tenant Delays shall include, without limitation, those caused by (a) Tenant's request for special materials not available when needed for construction in accordance with the construction schedule, (b) Change Orders, (c) Tenant's or Tenant's agents' interference with Landlord's work, and (d) Tenant's failure to pay for Tenant Extra Improvements within the time period noted above. All costs and expenses occasioned by a Tenant Delay, including without limitation, increases in labor or materials, shall be borne by Tenant.

5. The Tenant Improvements shall be deemed "substantially completed" as of the date that the Tenant Improvements have been substantially completed as defined in Section 2.2 of the Lease and in accordance with the Approved Space Plan (except for those punch list items referenced in below).

6. Tenant shall inspect the Tenant Improvements immediately upon substantial completion and compile and furnish Landlord with a "punch list" (as defined in Section 2.2 of the Lease) of any missing or deficient Tenant Improvements. Landlord shall use commercially reasonable efforts to complete the corrective work noted in the punch list in a prompt, good and workman-like manner. Punch list corrections nor shall delay in making corrections be grounds for a delay or reduction in any rent payments due Landlord.

7. Pursuant to Section 3.4 of the Lease, Tenant, may, with Landlord's consent, enter the work area thirty (30) days prior to substantial completion solely for the purpose of installing its data cabling, access controls, IT and computer, phone and telecommunications equipment (hereinafter, "Tenant's Work"). In addition, during the early access period, Tenant shall have the right to access the Premises to install tenant fixtures, furniture and equipment as long as a temporary certificate of occupancy has been issued for the Premises and such entry does not interfere with the orderly construction and completion of the Tenant Improvements. Tenant shall notify Landlord of its desired time(s) of entry and shall submit for Landlord's approval the scope of Tenant's Work to be performed and the name(s) of the contractor(s) who will perform

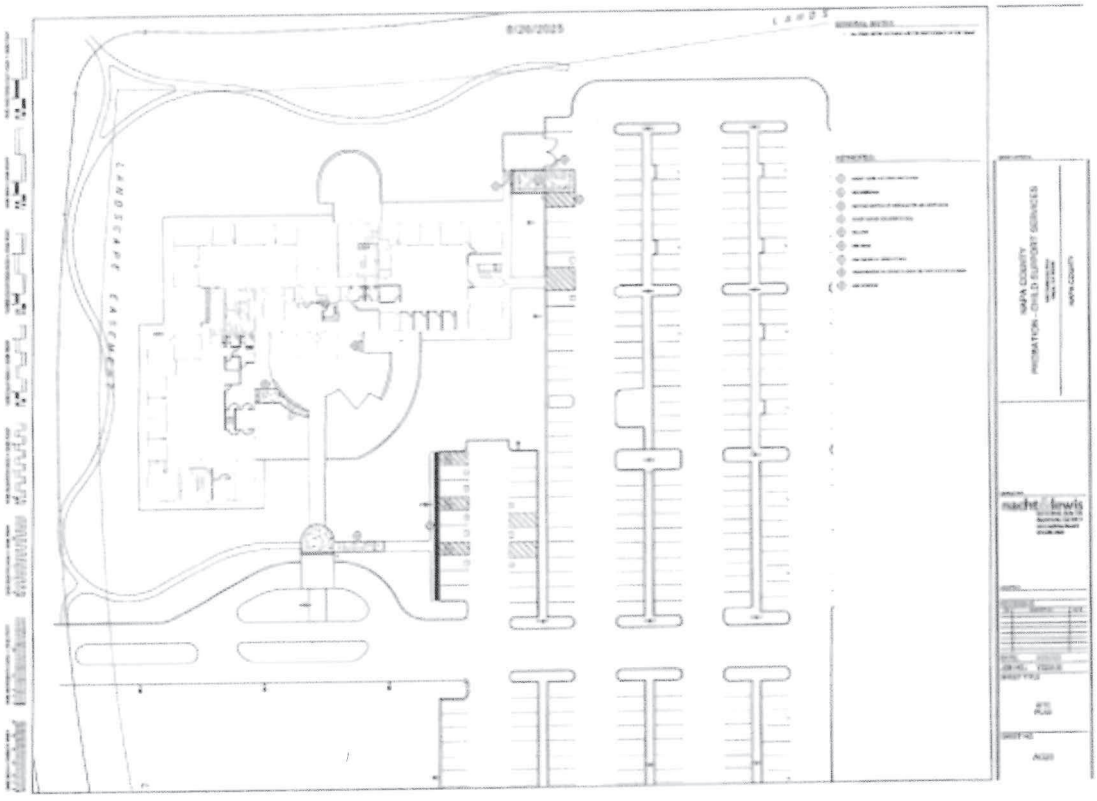
such work. Prior to entering the Premises to perform Tenant's Work, Tenant shall provide its required insurance certificates to Landlord, and Tenant shall have placed all utilities to be maintained by Tenant pursuant to this Lease in Tenant's name. Tenant agrees to indemnify, defend and hold harmless Landlord and any mortgagee, ground lessor or beneficiary of a deed of trust encumbering, secured by or affecting the Premises or the Building, from and against any and all claims, actions, losses, liabilities, damages, cost or expenses (including, without limitation, reasonable attorney's fees and claims for worker's compensation) of any nature whatsoever, arising out of or in connection with the Tenant's Work (including, without limitation, claims for breach of warranty, personal injury or property damage).

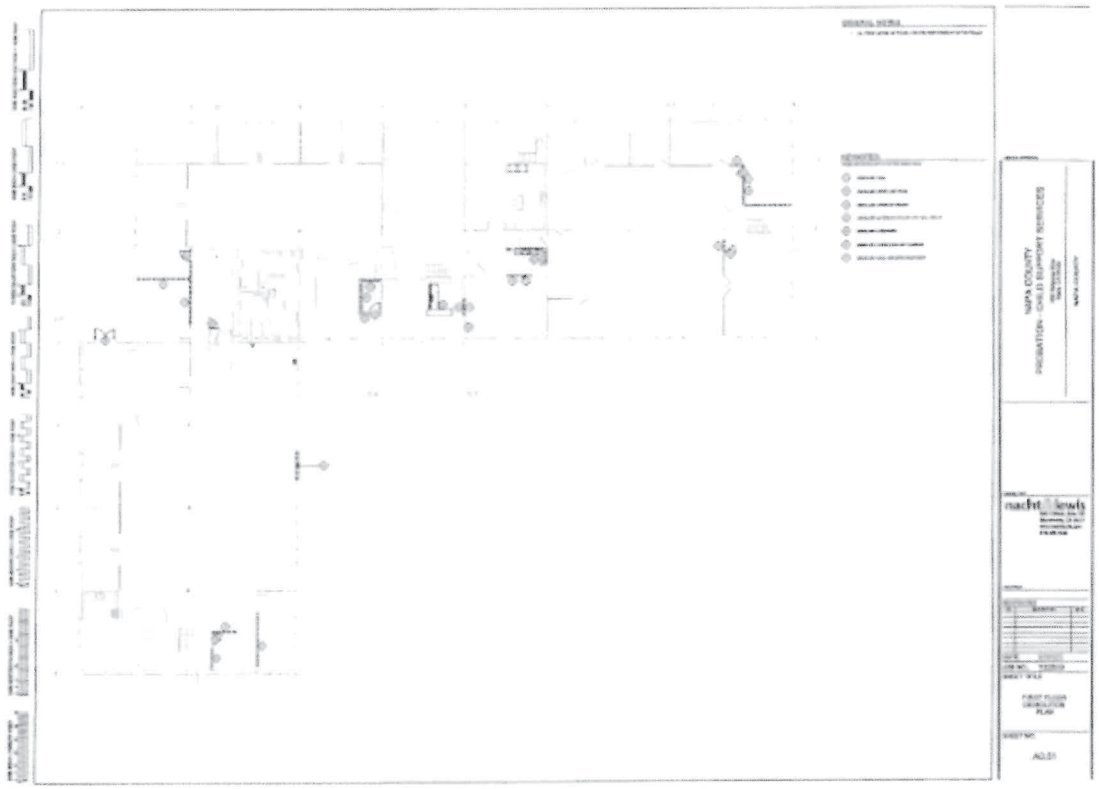
8. During the course of construction, at Tenant's expense, Tenant shall maintain public liability and worker's compensation insurance, in amounts acceptable to Landlord, which name Landlord and Tenant as parties insured from and against all liability for death of or injury to person or damage to property caused in or about or by reason of the construction of the Tenant's Work.

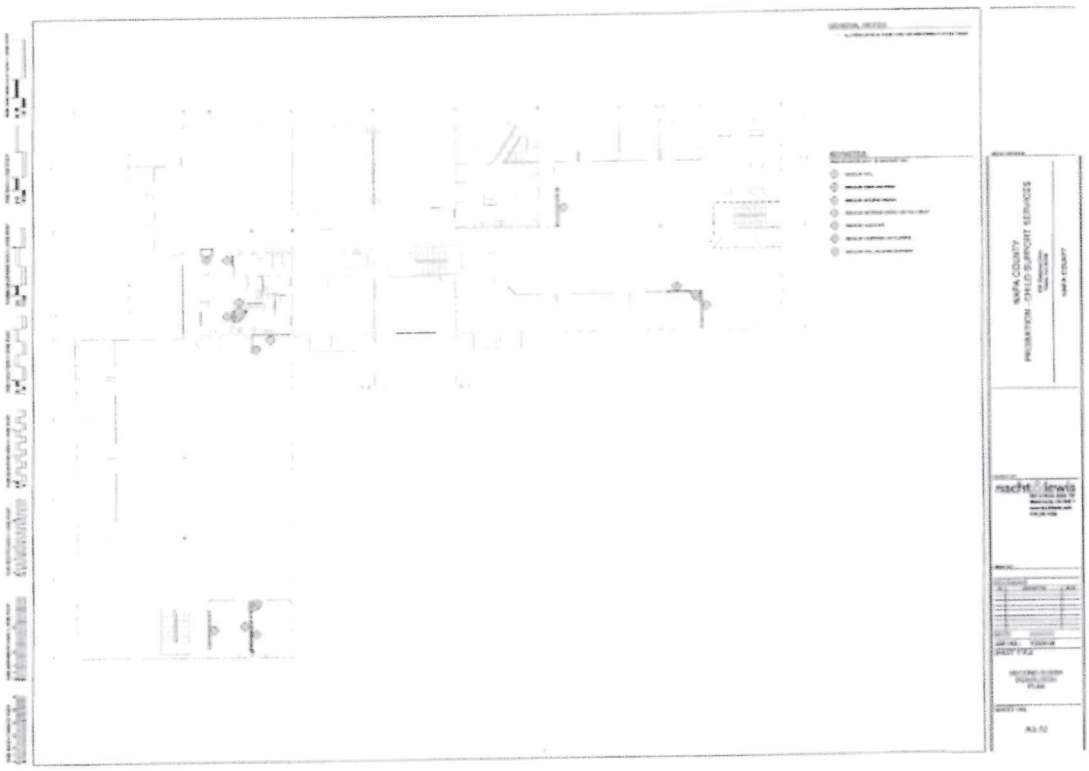
9. Upon Landlord's substantial completion of Landlord's Work for the performance of the Tenant Improvements, Landlord and Tenant shall mutually execute the Commencement Date Memorandum in Exhibit D of the Lease.

EXHIBIT C-2

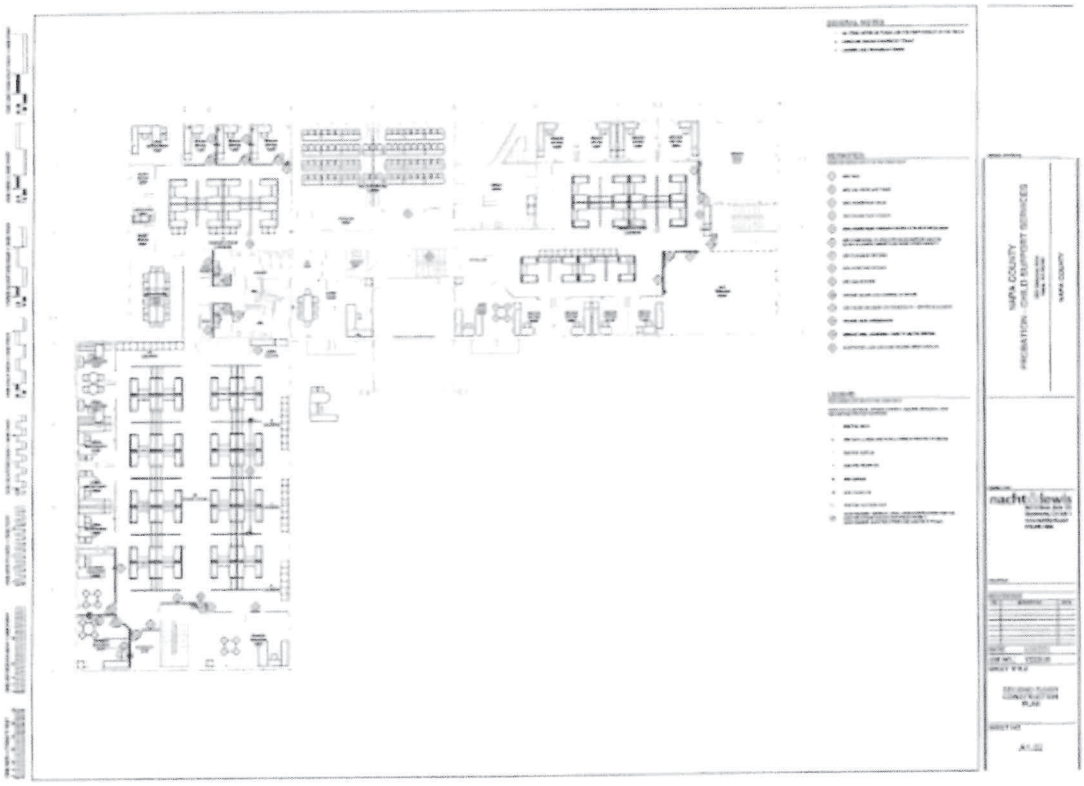
Approved Space Plan

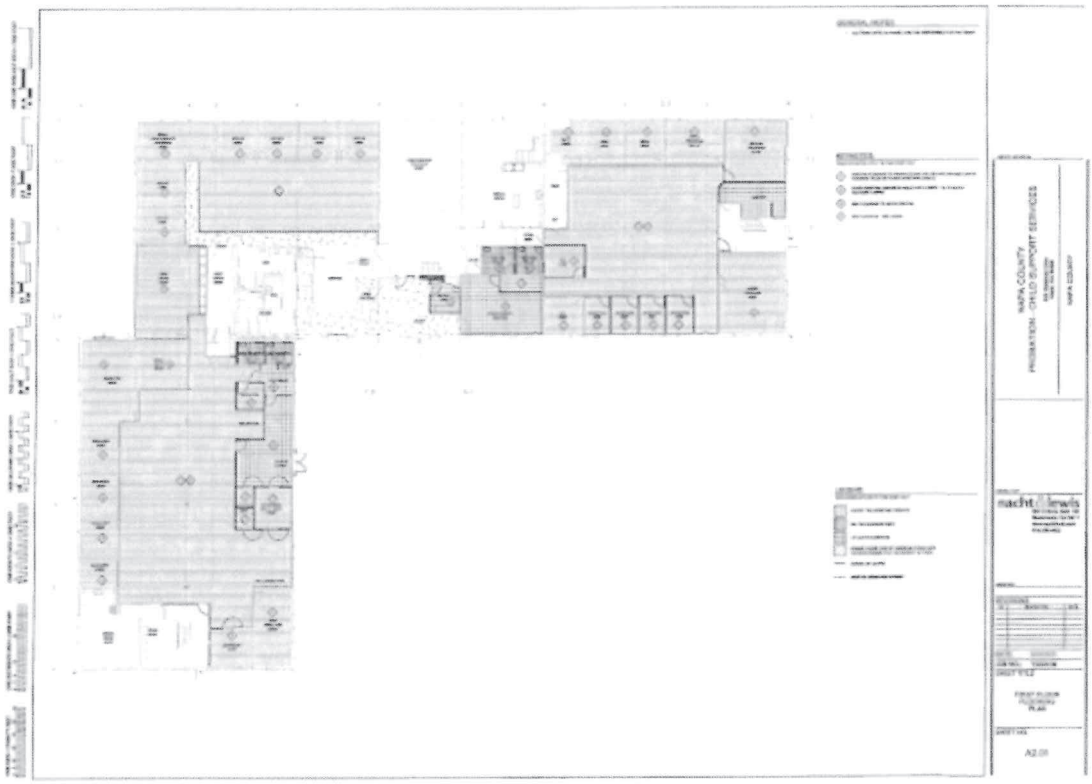


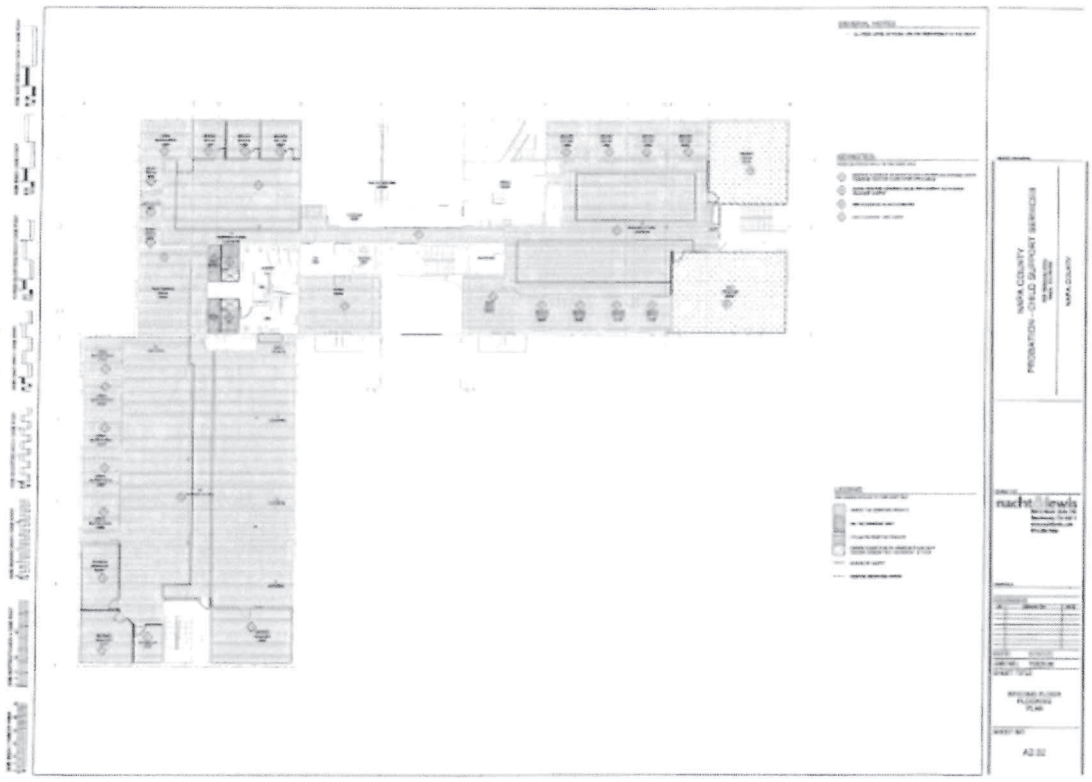


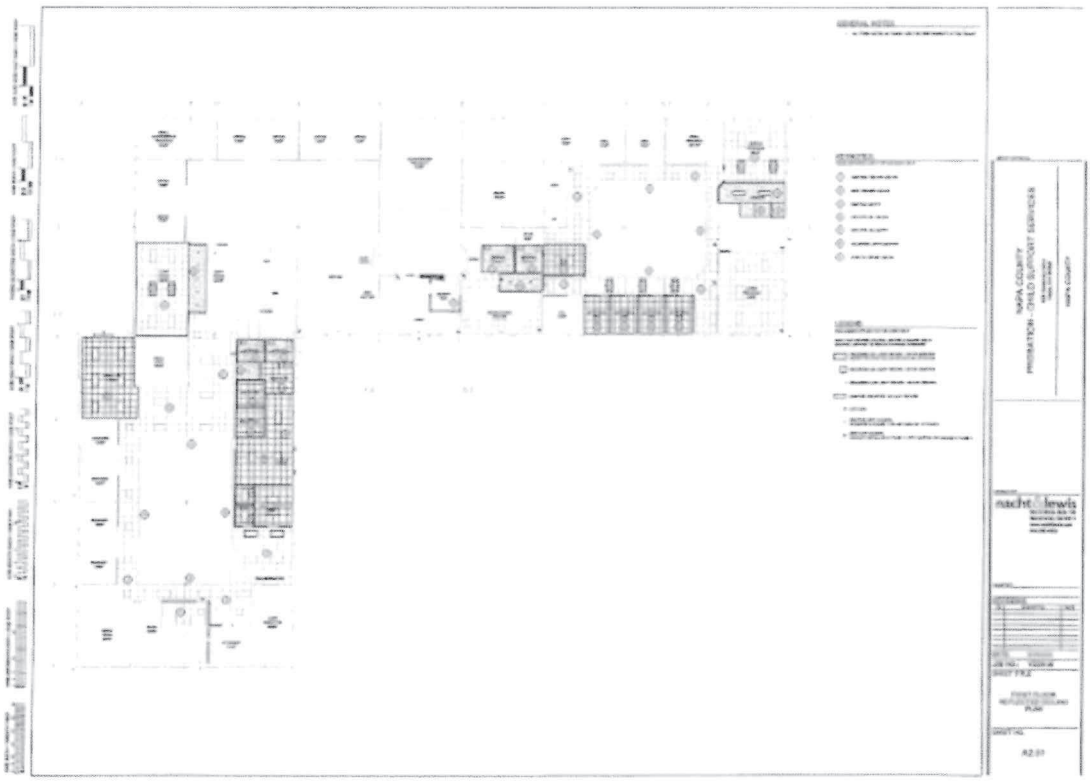


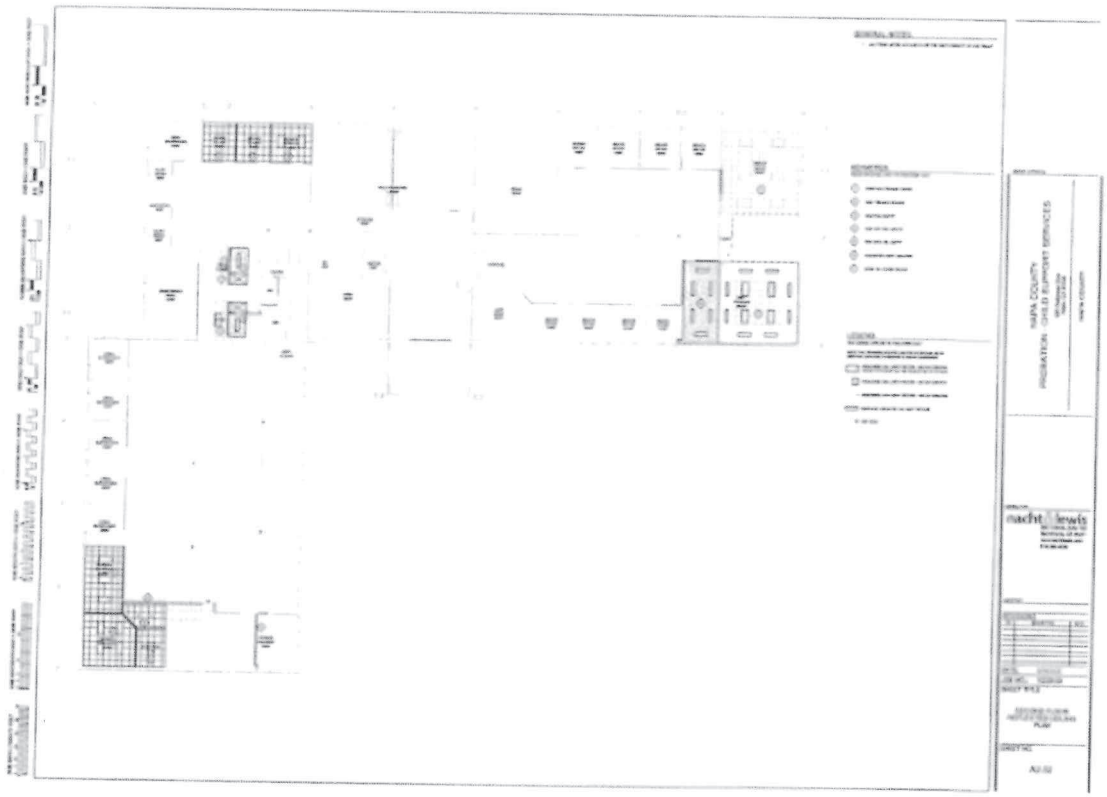












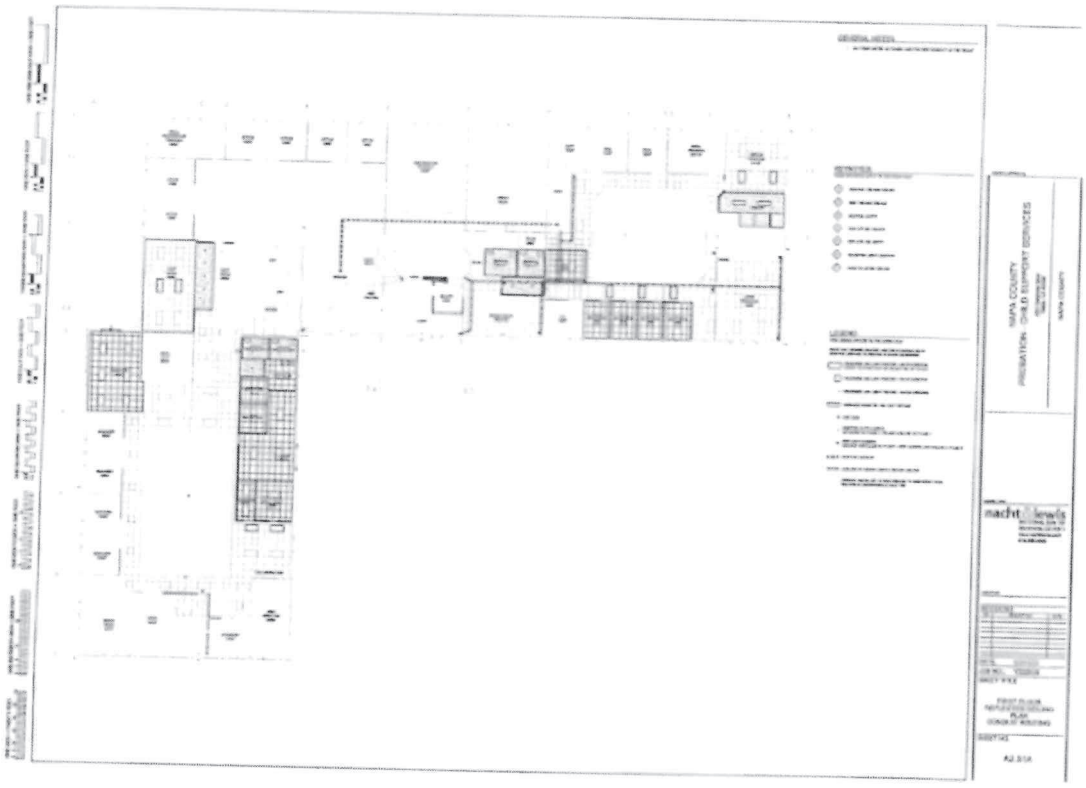


EXHIBIT D

Commencement Date Memorandum

This COMMENCEMENT DATE MEMORANDUM ("Memorandum") is hereby entered into as of this ____ day of _____, 20__, by and between Gateway Partners 1, LLC, a California limited liability company, as "Landlord", and the County of Napa, a political subdivision of the State of California, as "Tenant".

RECITALS

A. Landlord and Tenant are parties to that certain Commercial Lease, dated for reference purposes September 9, 2025 (the "Lease") for certain premises located at 555 Gateway Drive, Napa, California (the "Premises", as described in the Lease).

B. Landlord has substantially completed Landlord's Work for the performance of the Tenant Improvements (as defined in the Lease) and Tenant is now in possession of the Premises and the Term of the Lease has commenced.

C. Landlord and Tenant desire to enter into this Memorandum confirming the Commencement Date, the Termination Date and other matters under the Lease.

AGREEMENT

1. The actual Commencement Date of the Lease is _____ ___, 20___. Pursuant to Section 4.1 of the Lease, the Base Rent shall be payable in accordance with the terms of the Lease, commencing on _____ ___, 20___, in the amount of $86,000.00 per month.

2. The actual Expiration Date of the Lease is _____ ___, 20___.

3. The Base Rent shall adjust pursuant to the rent schedule listed in the Basic Information of the Lease.

4. Capitalized terms not defined herein shall have the same meaning set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the date and year first above written.

LANDLORD:	TENANT:
GATEWAY PARTNERS 1, LLC, a California limited liability company	NAPA COUNTY, a political subdivision of California
_____	_____
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT E

Bank of Stockton SNDA Form

Recording Requested By
and When Recorded Mail To:

Bank of Stockton
P.O. Box 1110
Stockton, CA 95402-1110
Attn: Loan Center

Space above for Recorder's Use

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is dated as of _____, 2025, by and among BANK OF STOCKTON, a California banking corporation ("Lender"), and the COUNTY OF NAPA, a political subdivision of California ("Tenant") and GATEWAY PARTNERS 1, LLC, a California limited liability company ("Landlord").

Recitals

A. **Tenant is the tenant under a certain lease (the "Lease") dated September 9, 2025 with Landlord of premises described in the Lease (the "Premises") located at 555 Gateway Drive, Napa, California, and constituting all or a portion of the real property more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").**

B. This Agreement is being entered into in connection with a loan or other financial accommodation (the "Loan") made or to be made by Lender to Landlord, secured inter alia, by: (a) a deed of trust on the Property (the "Deed of Trust") recorded on May 30, 2018, as Instrument No. 2018-0010606, or to be recorded, in the real estate records of Napa County, California (the "Official Records"); and (b) an assignment of leases and rents on the Property (the "Assignment of Rents") recorded on May 30, 2018 as Instrument No. 2018-0010607, or to be recorded, in the Official Records. (The Assignment of Rents may be set forth in the Deed of Trust or be a separate document. The Deed of Trust and the Assignment of Rents are collectively referred to as the "Security Documents").

Agreement

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the Security Documents and to all present and future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Security Documents, to the full extent of all amounts secured by the Security Documents from time to time. Said subordination is to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof.

2. Tenant agrees that, in the event of a foreclosure of the Deed of Trust by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to fee ownership, Tenant shall attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform in favor of Lender all of the obligations of Tenant under the Lease as if Lender were the original landlord under the Lease.

3. In the event of foreclosure of the Deed of Trust, or upon sale of the Property pursuant to the trustee's power of sale contained therein, or upon a transfer of the Property by deed in lieu of foreclosure or other instrument, the succeeding owner of the Property and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease for the balance of the term of the Lease, and so long as Tenant complies with and performs its obligations under the Lease, Lender shall not disturb Tenant's possession of the leased premises.

4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

(a) liable for any act or omission of Landlord or any prior landlord except for any continuing defaults of Landlord, provided that Lender's liability for such defaults shall not include any period before Lender has succeeded to Landlord's interest under the Lease unless Lender has been given written notice from Tenant of such defaults in which event Lender's liability is limited to the period after such written notice is given to Lender, or

(b) subject to any defense or offsets which Tenant may have with respect to the acts or omissions of Landlord or any prior landlord, except for such acts or omissions that occur after written notice from Tenant thereof is given to Lender, and except for offsets pertaining to rent abatement, tenant improvement allowances and/or any other credits expressly provided for under the Lease, or

(c) bound by any payment of rent or additional rent which Tenant might have paid for more than one (1) month in advance of the due date under the Lease to Landlord or any prior landlord, except to the extent that all or a portion of such amount has actually been received by Lender, or

(d) bound by any obligation to make any payment to Tenant which was required to be made before Lender has succeeded to Landlord's interest under the Lease, unless Lender has received prior written notice thereof from Tenant in accordance with this Agreement, and except for offsets pertaining to rent abatement, tenant improvement allowances and/or any other credits expressly provided for under the Lease, or

(e) accountable for any monies deposited with Landlord or any prior landlord (including security deposits), except to the extent such monies are actually received by Lender in amounts identified to Lender in writing as such at the time received, or

(f) bound by any termination, amendment or modification of the Lease made without the consent of Lender, provided, however, Landlord and Tenant may, without notice to Lender or Lender's prior consent, consent to any modification, amendment, termination or cancellation of the Lease that is made pursuant to (i) the exercise of an express right or option of Landlord or Tenant contained in the Lease or (ii) usual and customary business practice which does not (A) alter the Lease term or any option of Landlord or Tenant contained in the Lease, (B) alter any monetary obligations under the Lease or (C) materially increase any liability or obligation of Landlord under the Lease (exclusive in either case of Tenant's rights under subclause (i) herein), or

(g) be required after a fire, casualty or condemnation of the Property or Premises to repair or rebuild the same to the extent that such repair or rebuilding requires funds in excess of the insurance or condemnation proceeds specifically allocable to the Premises and arising out of such fire, casualty or condemnation which have actually been received by Lender, and then only to the extent required by the terms of the Lease.

5. Tenant represents and warrants that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Property or the real property of which the Property is a part, or any portion thereof or any interest therein. Tenant agrees that if it has or acquires a right or option to purchase the Property or the real property of which the Property is a part, or any portion thereof or any interest therein, such right or option shall be subject and subordinate to the Deed of Trust and to all present and future advances secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Deed of Trust, to the full extent of all amounts secured by the Deed of Trust from time to time, and that any such right or option is hereby waived and released as against Lender.

6. ~~Anything herein to the contrary notwithstanding, in the event that Lender shall acquire title to the Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then interest in the Property or any rents or profits derived from the Premises, and Tenant shall look exclusively to such interest of Lender in the Property for the payment and discharge of any obligations imposed upon Lender hereunder or under the Lease, or otherwise, subject to the limitation of Lender's obligations provided for in Paragraph 4 above~~.

7. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose Tenant hereby grants Lender an additional forty-five (45) day period to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. The Lease shall not be assigned (except in the event of an assignment that is permitted in the Lease without Landlord's consent) by Tenant without Lender's prior consent in each instance, which consent shall not be unreasonably withheld, delayed or conditioned. Neither Lender nor its designee or nominee shall become liable under the Lease unless and until Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. To the extent permitted by law, Lender shall have the right, without Tenant's consent, to foreclose the Deed of Trust or to accept a deed in lieu of foreclosure of the Deed of Trust or to exercise any other remedies under the Deed of Trust.

8. Tenant, to its actual knowledge, without any duty of inquiry, has no knowledge of any prior assignment or pledge of the rents accruing under the Lease by Landlord. Tenant hereby consents to the Assignment of Rents from Landlord to Lender executed in connection with the Loan. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignment. Tenant agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent due under the Lease to Lender in accordance with the terms of the Lease. Lender shall deliver Lender's wiring instructions to Tenant simultaneously with any such direction to pay rents directly to Lender. In the event that Tenant does not receive Lender's written direction in reasonably sufficient time

to adjust Tenant's payment records to reflect the modified payment instructions, Landlord shall promptly remit to Lender any such payment received from Tenant and Tenant shall have no obligation or liability to Lender to make a duplicate payment thereof to Lender. Any such payment by Tenant to Lender of rent due under the Lease in reliance upon Lender's written direction for such payment shall constitute full performance by Tenant of such obligation whether or not Lender is, or was, entitled to demand and/or receive such rental payments, and Landlord expressly releases and discharges Tenant from all liability for all such payments made by Tenant as so directed. Landlord agrees to indemnify and hold Tenant harmless from and against any expense, claims, losses, or damages incurred by Tenant resulting from or arising out of claims of Landlord that such payments should not have been made to Lender or its designee.

9. Each party hereto represents and warrants that (a) its execution and performance of this Agreement has been duly authorized by all necessary actions, (b) the person executing this Agreement on behalf of such party is authorized by such party to do so and (c) such execution hereof is the binding act of such party enforceable against such party.

10. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt, or (b) the date of delivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Tenant:
Napa County Director of Public Works
1195 Third Street, Suite 101
Napa, CA 94559
Attention: Leases and Rents

If to Lender:
Bank of Stockton
301 E. Miner Avenue
P.O. Box 1110
Stockton, CA 95201
Attention: _____

If to Landlord:
Gateway Partners 1, LLC
1850 Soscol Avenue, Suite 207
Napa, CA 94559
Attn: Mark R. Funseth

Notwithstanding the foregoing, any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of written notice to the other parties in the manner set forth herein.

11. The defined terms in this Agreement will apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" when used in this Agreement will be deemed to be followed by the phrase "without limitation." The words "approval" and "notice" when used in this Agreement will be deemed to be preceded by the word "written." All references to "Section" or "Sections" in this Agreement mean the applicable section of this

Agreement unless otherwise specified. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Landlord.

12. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.

13. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

14. This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflict of law principles.

15. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties to this Agreement may execute this Agreement by signing any such counterpart.

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

"Lender"

BANK OF STOCKTON, a California banking corporation

_____

By: _____

Its: _____

"Tenant"

THE COUNTY OF NAPA, a political subdivision of California

_____

By: _____

Its: _____

"Landlord"

GATEWAY PARTNERS 1, LLC, a California limited liability company

_____

By: _____

Its: _____

EXHIBIT A

Description of Land

The land referred to below is situated in the unincorporated area of the County of Napa, State of California, and is described as follows:

Commencing at a point on the Southwestern line of Lot 16 as the same is shown on Map No. 4509, titled Final Map of Napa Valley Gateway Unit Two Phase Two, recorded in Book 18 of Record Maps at Pages 78 through 81, Napa County Records, said point being distant North 37° 42' 00" West 5.01 feet from the most Southerly corner thereof and being on the Northwestern line of Airport Boulevard; thence following said Northwestern line along a nontangent curve to the left, the center of which bears North 43° 38' 29" West, having a radius of 960.00 feet through a central angle of 1° 48' 47" an arc length of 30.38 feet, on a tangent course North 44° 32' 45" East 393.40 feet and along a tangent curve to the right having a radius of 1440.00 feet, through a central angle of 9° 49' 25" an arc length of 246.89 feet; thence on a tangent curve to the left having a radius of 40.00 feet, through a central angle of 87° 17' 21" an arc length of 60.94 feet to the Southwestern line of Gateway Drive as shown on said Map; thence along said Southwestern line of Gateway Drive as shown on said Map North 32° 55' 11" West 71.99 feet, on a tangent curve to the left, having a radius of 1383.50 feet through a central angle of 34° 37' 49" an arc length of 836.20 feet and on a tangent course North 67° 33' 00" West 14.63 feet; thence on a tangent curve to the left, having a radius of 40.00 feet, through a central angle of 90° 00' 00" an arc length of 62.83 feet to the Southeastern ling of Gateway Loop as shown on said Map on a tangent course South 22° 27' 00" West 263.48 feet and along a tangent curve to the right having a radius of 478.00 feet through a central angle of 21° 01' 52" an arc length of 192.14 feet; thence along a tangent curve to the left having a radius of 40.00 feet through a central angle of 83° 10' 52" an arc length of 58.07 feet, to the Northeastern line of Gateway Court as shown on said Map; thence along said Northeastern line of Gateway Court as shown on said Map on a tangent course south 37° 42' 00" East 291.14 feet, along a tangent curve to the left having a radius of 90.00 feet, through a central angle of 38° 07' 30" an arc length of 59.89 feet and on a tangent curve to the right having a radius of 60.00 feet, through a central angle of 128° 07' 30" an arc length of 134.17 feet to the most Western corner of said Lot 16; thence along said southwestern line of Lot 16 south 37° 42' 00" East 334.06 feet to the point of commencement.

Excepting therefrom:

Right reserved in the Deed from Napa Valley Gateway Limited, a California limited partnership, recorded July 21, 1994 Series No. 1994-23139, Napa County Records.

APN: 057-220-020

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1499

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sonja El-Wakil, Associate Engineer

SUBJECT: Professional Services Agreement No. 260111B with YEI Engineers Inc. and Budget Amendment in support of the Animal Shelter HVAC and Roof Repair Project, PW 26-05

RECOMMENDATION

Approve and authorize Agreement No. 260111B with YEI Engineers Inc. for a maximum compensation of $452,682 and approve a Budget Amendment for the design phase of the "Animal Shelter HVAC and Roof Repair Project," PW 26-05. (Fiscal Impact: $200,000 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Napa County Animal Shelter is built to serve the community and its domestic animals by providing programs and services to support Napa County residents and their pets. It also serves as the Shelter for the cities of American Canyon and Napa and the Town of Yountville. The Shelter takes in an average of 2,300 animals a year. The facility functions well, however, as animal populations grow, sufficient space is becoming an issue. On February 25, 2025, the Board of Supervisors received a presentation covering the "Five Year Capital Improvement Plan; Fiscal Years 2025-26 to 2029-30," which included this project to repair roof leaks and heating, ventilation, and air conditioning (HVAC) units that are past their useful life in Fiscal Year 2025-26.

The project is estimated to begin design in the Fall of 2025 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.

The current requested funding is to complete the project design phase. The YEI Engineers, Inc. maximum compensation includes a $50,000 allowance for unforeseen issues requiring additional design services. 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. 260111B with YEI Engineers Inc. for engineering and related services for a maximum compensation of $452,682; and
2. Approve a Budget Amendment for the following (4/5 vote required):
    a. Increase Transfers Out appropriations by $200,000 in the Capital Improvement Projects Fund (Fund 3000, Sub-Division 3000000, Account 56100) (CIF) offset by use of its available fund balance to transfer to Project 25043 and increase its Transfers In revenues (Fund 5040, Sub-Division 5040500, Project 25043, Account 48200); and
    b. Increase Engineer Services appropriations by $200,000 in Project 25043 budget (Fund 5040, Sub-Division 5040500, Project 25043, Account 52145) offset by a Transfers In revenue from the Capital Improvement Projects Fund.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
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. Now, additional funds approval is required to award the design contract.
Is the general fund affected?	No
Future fiscal impact:	Staff will return at a later date to request another budget amendment to fund the construction phase of the project.
Consequences if not approved:	The required building repairs will be delayed.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is exempt from CEQA pursuant to 14 California Code of Regulations 15301 (State CEQA Guidelines).

NAPA COUNTY AGREEMENT NO. 260111B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 9th day of September, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and YEI Engineers Inc., a California corporation, whose mailing address is 7677 Oakport Street, Suite 200, Oakland, CA 94621, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain professional services in order to provide engineering design and support services for the Napa County Animal Shelter HVAC & Roof Repair Project hereinafter referred to as "Project."

B. Consultant was selected to provide professional services after a competitive Request for Qualifications conducted pursuant to the 2021 advertised process.

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

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

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

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

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire 5 years after the Effective Date unless terminated earlier in accordance with this Article.

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

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

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with

the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Four Hundred Fifty-Two Thousand, Six Hundred Eighty-Two dollars ($452,682.00); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

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

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

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

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

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

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

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

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

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

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall provide County with access to Consultant's records which are reasonably necessary for County to review or audit Consultant's

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

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

COUNTY	CONSULTANT
Napa County Public Works	YEI Engineers, Inc.
1195 Third Street, Suite 101	7677 Oakport Street, Suite #200
Napa, CA 94559	Oakland, CA 94621

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

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the

bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

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

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

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

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

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

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

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

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 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).

YEI Engineers Inc., a California Corporation

By _____
PATRICK MALLILLIN, President/CEO

By _____
HUBERT HIDALGO, Vice President/Secretary

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Shana A. Bagley* Deputy County Counsel Date: August 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:_____

EXHIBIT A
SCOPE OF SERVICES

I. Description of Goods and/or Services

YEI is to provide Mechanical, Electrical, Architectural, and Structural engineering design services for the Napa County Animal Shelter at 942 Hartle Ct, Napa, CA 94559 on the HVAC units replacement project.

The following is an outline of the scope of services to be provided for this project:

1. Project Management
   - Project Kick-off meeting
   - Project design and coordination meetings with design team and County's representative
     a) Technical memorandum comments and responses resolution online meeting
     b) 60% Design coordination online meeting
     c) 60% comments and responses resolution online meeting
     d) 90% Design coordination online meeting
     e) 90% comments and responses resolution online meeting
     f) Final design coordination online meeting
   - Pre-bid on-site meeting
   - Pre-construction on-site meeting
   - 20 Weekly or bi-weekly construction online meetings
   - Project closeout online meeting
2. Field observation of two (2) existing outdoor floor mounted air conditioning units, two (2) existing indoor floor mounted vertical gas furnaces, one (1) existing outdoor floor mounted heat recovery ventilator, two (2) above ceiling suspended heat recovery ventilators, and three (3) existing roof exhaust fans associated the heat recovery ventilators the including the structural supports and anchoring, associated supply and return air distribution ductwork, associated natural gas distribution piping, and associated control system.
3. Field observation of existing electrical power supply distribution systems related to the existing HVAC units being replaced.
4. Removal and re-installation of the existing solar panel as required to facilitate the inspection of the existing roofing and identify the rainwater intrusions.
5. Field observation of the existing metal roof, water proofing, solar panels installation, and signs of rainwater intrusions.
6. Prepare the mechanical, electrical, architectural, and structural technical memorandum:
   - Basis of design is to replace the two (2) existing outdoor floor mounted air conditioning units, two (2) existing indoor floor mounted vertical gas furnaces, one (1) existing outdoor floor mounted heat recovery ventilator, two (2) above ceiling suspended heat recovery ventilators, and three (3) existing roof exhaust fans associated the heat recovery ventilators with the same exact capacities as the existing.
   - Identify deficiencies and non-compliant to current code based on visual observation only

- HVAC, plumbing, electrical, and structural recommendations with alternatives (schematic drawings, system descriptions, preliminary equipment selection, and probable construction cost estimates) and necessary changes to comply with current code
- Assessment of the existing roof, waterproofing, and solar panels installation field conditions. If our findings, proposed solutions, and recommendations do not align with the County's preliminary proposed solution of only waterproofing the existing solar stanchions that penetrate the corrugated metal roofing, we will need to consider the optional re-roofing design suggested in this proposal. This option would provide a durable roof waterproofing system in conjunction with the existing solar stanchions.
- Review the assessment and recommendations with the County and develop a design that is feasible to provide a durable waterproofing system of the building roof and existing solar stanchions.

7. Prepare the mechanical, plumbing, electrical, architectural, and structural demolition drawings.
8. Design the replacement of two (2) existing outdoor floor mounted air conditioning units, two (2) existing indoor floor mounted vertical gas furnaces, one (1) existing outdoor floor mounted heat recovery ventilator, two (2) above ceiling suspended heat recovery ventilators, and three (3) existing roof exhaust fans associated the heat recovery ventilators including the structural supports and seismic anchoring, unit duct mounted smoke detection and interface to existing building fire alarm system.
9. Prepare Title 24 Compliance Reports for the two (2) new outdoor floor mounted air conditioning units, two (2) new indoor floor mounted vertical gas furnaces.
10. Design the new HVAC energy management and control system of the two (2) new outdoor floor mounted air conditioning units, two (2) new indoor floor mounted vertical gas furnaces, one (1) new outdoor floor mounted heat recovery ventilator, two (2) new above ceiling suspended heat recovery ventilators, and three (3) new roof exhaust fans and interface to County of Napa Siemens Desigo BACnet building energy management and control system through ethernet.
11. Design the new insulated main supply and return air ductwork from new outdoor floor mounted air conditioning units and new outdoor floor mounted heat recovery ventilator to existing main supply and return air ductwork above ceiling.
12. Design the new insulated supply, return, outside air, and exhaust air ductwork from the new above ceiling suspended heat recovery ventilators, new rooftop exhaust fans, roof air intake hoods, indoor floor mounted vertical gas furnaces, and existing main supply and return air ductwork above ceiling.
13. Design the electrical power supply to the two (2) new outdoor floor mounted air conditioning units, two (2) new indoor floor mounted vertical gas furnaces, one (1) new outdoor floor mounted heat recovery ventilator, two (2) new above ceiling suspended heat recovery ventilators, and three (3) new roof exhaust fans, and new HVAC control system.
14. Design the natural gas and condensate drain piping to the two (2) new outdoor floor mounted air conditioning units and two (2) new indoor floor

mounted vertical gas furnaces.

15. Design the installation of natural gas seismic shut valve to the existing naturals gas piping before entering the existing building structure per California Plumbing Code.
16. Design the condensate drain piping for the new split system air conditioning unit.
17. Design a partial waterproofing solution for the connection of the existing solar stanchions that penetrate the existing corrugated metal roofing without reroofing the entire roof.
18. Provide electrical drawings on the temporary removal and re-installation of solar panels to facilitate the partial roof waterproofing at the existing solar stanchions.
19. Design the structural supports and seismic anchoring of the two (2) new outdoor floor mounted air conditioning units, two (2) new indoor floor mounted vertical gas furnaces, one (1) new outdoor floor mounted heat recovery ventilator, two (2) new above ceiling suspended heat recovery ventilators, and three (3) new roof exhaust fans to the existing building structure.
20. Prepare mechanical, electrical, and structural technical specifications. Divisions 0 and 1 shall be prepared by County of Napa.
21. Plans, Specifications and Estimates Submittals:
    - PS&E 60% submittal
    - PS&E 90% submittal
    - PS&E Final submittal
22. Attend two (2) pre-bid meetings with the County and prospective bidders/contractors and provide bid assistance (respond to RFI's, issue addendum drawings and contract specifications as required).
23. Construction support services.
24. Two (2) periodic inspections of contractors' progress installation work and provide written findings for the County.
25. Witness the HVAC unit's startup and provide written findings to the County.
26. As-Built Drawings will be provided based on contractors' red-line mark-ups.

Deliverables:

- Technical Memorandum
- 60% Design Submittal, Specifications and Cost Estimate
- 90% Design Submittal, Specifications and Cost Estimate
- Final Design Submittal with Applicable Specifications
- Construction Support
- Punch List
- As-Built Drawings

Exclusions:

- HVAC load calculations, analysis, and commissioning.
- Modification of existing HVAC distribution ductwork including associated air outlets, and exhaust fans.

- Relocation of utilities outside of the building.
- Life cycle cost analysis and energy effectiveness studies.
- Power monitoring and electrical data logging.
- Short circuit and arc flash analysis.
- Utility impact report.
- Short circuit analysis and coordination study are not part of the scope of work.
- Electrical lighting design or lighting evaluation of the building.
- Plumbing system design or plumbing evaluation of the building.
- Fire protection system design or fire protection evaluation of the building.
- Building fire alarm system design or fire alarm evaluation of the building.
- Vibration or acoustical engineering is not part of the scope of work.
- Special environmental impact investigations and related research.
- Special survey or testing work to determine the adequacy, capacity, or safety of existing systems or to ascertain the presence, absence or exact location of concealed work shown or implied on record "as- built" drawings of existing facility.
- No analysis and documentation for Savings by Design and other utility rebate programs.
- Structural destructive or non-destructive testing is included. If testing is needed, it will be at the County's expense.
- Destructive investigation and special inspections.
- Scissor lifts or specialty access equipment.
- Structural seismic work or seismic evaluation of the building. The entire building will not be evaluated for gravity or lateral capacity. Seismic analysis or upgrade of the entire building is not included.
- Equipment procurement.
- Preparation of O&M Manuals. Contractors to provide.
- Shop and coordination drawings. Contractors to provide.
- Equipment Training and instructions.
- Permits.
- Permits fees.

Unforeseen Issues Allowance:

- All work and billing within this task category must have prior written authorization by the County per occurrence.
- Issues may include currently unknown building or site required maintenance work, or additional design related services as yet unknown.

II. Schedule

[*Reserved – Not Used.]*

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Compensation Breakdown:

Task 1-Project Management:	$ 10,613.00
Task 1a- Project Management of Sub-Consultants:	$ 9,067.00
Task 2-Data Collection and Review:	$ 31,678.00
Task 3-Site Evaluation and Technical Memorandum:	$ 36,997.00
Task 4-Construction Documentation 60% Submittal:	$ 49,015.00
Task 5-Construction Documentation 90% Submittal:	$ 45,499.00
Task 6-Construction Documentation Final Submittal:	$ 34,679.00
Task 7-Bidding Assistance:	$ 20,275.00
Task 8- Construction Support Services:	$ 84,966.00
TOTAL	**$322,789.00**
Task 9- Reroofing Design (Additive to base proposal above from Task 4 through Task 8):	$ 72,630.00
Task 9a- Project Management of Sub-Consultants:	$ 7,263.00
TOTAL as DETERMINED BY TASK 3	**$ 79,893.00**
Task 10- As Needed Allowance for Unforeseen Issues:	$ 50,000.00
TOTAL ALLOWANCE, AUTH REQUIRED PRIOR TO BILLING	**$ 50,000.00**
AGREEMENT MAXIMUM TOTAL, ALL TASKS	**$452,682.00**

RATE SCHEDULE* (2025) +

MECHANICAL AND ELECTRICAL ENGINEERING SERVICES (YEI Engineers)

1. Principal	$299.00/hr.
2. Project/Lead Engineer	$287.00/hr.
3. Senior Engineer	$258.00/hr.
4. Engineer	$239.00/hr.
5. Design Engineer	$224.00/hr.
6. AutoCAD/Draftsperson	$147.00/hr.
7. Administrative Support	$103.00/hr.

ARCHITECTURAL SERVICES (STRATA A|P)

1. Principal	$295.00/hr.
2. Senior Associate	$245.00/hr.
3. Project Manager	$210.00/hr.
4. Project Architect	$195.00/hr.
5. Construction Administrator	$190.00/hr.
6. Job Captain	$175.00/hr.
7. Intermediate Architect	$165.00/hr.
8. Designer	$130.00/hr.
9. Draftsman	$120.00/hr.
10. Clerical	$95.00/hr.

STRUCTURAL ENGINEERING SERVICES (Brokaw Design)

1. Principal	$250.00/hr.
2. Senior Engineer	$223.00/hr.
3. Junior Engineer	$120.00/hr.

* Rate Schedule includes overhead costs and profit.
+Billing rates will be adjusted annually per CPI after 2025 and thereafter.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

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

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair, and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. 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.

Animal Shelter HVAC & Roof Repair Project, PW 26-05
Board of Supervisors meeting date: 9/9/2025

BIDDING 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 - tbd	$0	$0	$0	$0	N/A	$0
Contingency - tbd	$0	$0	$0	$0	N/A	$0
Design Consultants	$452,682	$200,000	$252,682	$0	0%	$252,682
Engineering & Construction Mngmt	$47,318	$0	$47,318	$3,500	7%	$43,818
TOTAL	**$500,000**	**$200,000**	**$300,000**	**$3,500**	**1%**	**$296,500**

OK

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1518

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Katherine Bales- Assistant Airport Manager

SUBJECT: Replace Utility Tractor Capital Asset, Disposal of Airport Surplus equipment, and associated Budget Amendment for Airport

RECOMMENDATION

Approve the surplus, disposal, and sale at auction of a John Deere Utility Tractor capital asset; authorize a waiver of competitive bidding and sole source for the purchase of a Compact Utility Tractor; and approve an associated Budget Amendment due to quotes being higher than anticipated. (Fiscal Impact: $17,166 Expense; Airport Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Airport has plans to replace its John Deere Utility Tractor and associated attachments for continued maintenance of the Airport. The equipment serves various needs throughout the airport and is a vital piece of our maintenance and capital improvement project program. Originally purchased in 1998, this asset has become non-reparable, and it has outlived its useful life. It has been removed from service and is no longer needed for public use. The asset also no longer meets current California air quality standards for off-road diesel-fueled fleet regulations issued by the California Air Resources Board (CARB).

In recognition of the need, the Airport budgeted $60,000 in the current fiscal year to purchase a replacement utility tractor which was included in the approved capital equipment schedule. The Airport recently received a quote for the replacement unit and the associated attachments, and the quote came back higher than budgeted, in the amount of $77,166. The additional $17,166 needed to purchase the replacement tractor will come from the Airport Enterprise Fund and will be partially offset by proceeds from the anticipated auction of the current tractor.

Deere & Company of Cary, North Carolina, participates in cooperative government procurement pricing through Sourcewell and offers this equipment with attachments at a discounted price. Delivery of the equipment and any future warranty work will be through Belkorp Ag, LLC, of Santa Rosa, CA. Given the unique design, useful attachments, and consistency with other airport off-road equipment that meets various airport needs, staff recommends a sole source procurement for the replacement tractor through Sourcewell cooperative procurement pricing under Napa County Code Section 2.36.090.

With approval of today's actions, the current 1998 John Deere tractor will be declared surplus and sold at auction and the Public Works Director and/or Fleet Manager will be authorized to sign the certificate of title for the surplus equipment. 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. Additionally, today's approval will authorize the Auditor-Controller to remove the fully depreciated surplus asset and establish a new asset on the Airport's capital asset listing.

Requested Actions:

1. Authorize a waiver of competitive bidding and sole source to Deere & Company of Cary, North Carolina for purchase of a Compact Utility Tractor and attachments at a cost of $77,166.

2. Declare capital asset #101470 as surplus and no longer required for public use, including:

a) Authorize the Auditor-Controller to remove this surplus capital asset from the capital asset listing;

b) Authorize the sale of the surplus capital asset at public auction; and

c) Authorize the Public Works Director and/or Fleet Manager to sign the certificate of title for the surplus equipment being sold at auction.

3. Approve a Budget Amendment for the purchase of a capital asset for the following:

a) Increase appropriation by $17,166 in the Capital Asset account in the Airport Operations budget (Fund 5010, Subdivision 5010000, Account 55400) offset by the use of its available fund balance.

[4/5 vote required]

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Airport Enterprise Fund (Fund 5010, Subdivision 5010000, Object 55400)
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	The utility tractor is needed to maintain the Airport grounds. Several attachments make it a universal piece of equipment for landside and airside needs. The surplus of asset #101470 and auction will assist with the offset of increased purchasing costs. Revenue will be deposited into Airport Fund 5010, Airport Operations Sub-Division 5010000
Is the general fund affected?	No
Future fiscal impact:	Ongoing general maintenance and repairs of capital assets will continue to be budgeted for future fiscal years.
Consequences if not approved:	The Airport will no longer be able to effectively manage various maintenance tasks.

ENVIRONMENTAL IMPACT

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

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NAPA, CA 94559
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1522

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Amanda Exum, Staff Services Analyst II

SUBJECT: Amendment 1 to Professional Services Agreement 250008B with Marquee Fire Protection, LLC dba Marquee Fire Protection

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250008B with Marquee Fire Protection, LLC dba Marquee Fire Protection to increase maximum compensation from $102,235 to $106,866 and to update the scope of work to add fire sprinkler systems and equipment services for the Replacement Jail and changes in service needs at various County locations. (Fiscal Impact: $4,631 Expense; Various Funds; Budgeted; Discretionary)

BACKGROUND

Today's action will approve Amendment No. 1 to Agreement No. 250008B with Marquee Fire Protection for fire alarms systems inspection, testing, and maintenance services. The amendment adds the Napa County Department of Corrections' new location at 2210 Napa-Vallejo Hwy, Napa, CA 94558 (Replacement Jail) to the scope of work, updates the scope of work to reflect changes in services needs at various County locations, and updates compensation maximums due to the changes in the scope of work.

In fiscal years 2025-26 and 2026-27 the maximum compensation amount for routine services will increase to $79,666 and the amount for non-routine services will increase to $27,200 for a total of $106,866 per fiscal year. For optional automatic renewal fiscal years 2027-28 and 2028-29 the maximum compensation amount will increase to $87,795 for routine services and to $32,400 for non-routine services for a total of $120,195 per fiscal year.

On June, 4, 2024 the Board approved a professional services agreement with Marquee Fire Protection, LLC effective July 1, 2024, with a maximum compensation amount of $77,235 for routine services and $25,000 for non-routine services for a total of $102,235 per fiscal year in fiscal years 2024-25, 2025-26, and 2026-27, with

the option for automatic renewal for fiscal years 2027-28 and 2028-29 with a maximum compensation amount of $85,143 for routine services and $30,000 for non-routine services for a total of $115,143 per fiscal year.

County staff issued a Request for Proposal (RFP) on February 15, 2024, for contracted professional fire sprinkler systems testing, inspection, and maintenance services. Marquee Fire Protection distinguished themselves as the most qualified of the six companies who submitted proposals and was selected by the panel to provide Napa County with fire sprinkler systems and equipment services.

Marquee Fire Protection is not a local vendor.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	It is included in the recommended budget in various department budgets that receive the services (Funds 1000, 2000, 2100, 4300, 5010, 5020). This amendment affects funds 1000, 4300, and 5010.
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	Procurement of contracted mandatory fire sprinkler systems testing, inspection, and maintenance services at County facilities.
Is the general fund affected?	Yes
Future fiscal impact:	This agreement will continue to be budgeted in future fiscal years in the affected funds.
Consequences if not approved:	There will not be contracted fire sprinkler systems services at the Replacement Jail placing the County at risk of being out of compliance with the standards set forth by the National Fire Protection Association (NFPA) and required by the California Office of the State Fire Marshal in the California Code of Regulations.

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. 250008B
AMENDMENT NO. 1

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 250008B 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 MARQUEE FIRE PROTECTION, LLC, doing business as MARQUEE FIRE PROTECTION, whose mailing address is 3875 Atherton Road, Suite 200, Rocklin, CA 95765-3716, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, by Napa County Agreement No. 250008B entered into as of June 4, 2024, (hereafter referred to as "Agreement"), CONTRCTOR agreed to provide specialized services, as authorized by Government Code section 31000, in order to provide inspection, testing, and maintenance services of the County's fire sprinkler systems and equipment; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to include an additional scope of work at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa, CA 94558, update the scope of work to reflect changes in services needs at various locations, and update compensation maximums due to the changes in the scope of work.

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 amended to read in full as follows:

   2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-1", attached hereto and incorporated by reference herein. All services to be 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 commencement of the work.

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

   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-1",

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 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 in the chart below; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. The FY27/28 and FY28/29 amounts apply if Agreement is extended pursuant to paragraph 1.

Fiscal Year	Routine Services Public Works	Routine Services Corrections	Non-Routine Services Public Works	Non-Routine Services Corrections	Annual Maximum
FY24/25	77,235		25,000		102,235
FY25/26	76,456	3,210	25,000	2,200	106,866
FY26/27	76,456	3,210	25,000	2,200	106,866
FY27/28	84,261	3,534	30,000	2,400	120,195
FY28/29	84,261	3,534	30,000	2,400	120,195

3. Paragraph 13, **"Notices"** is amended to read in full as follows:

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

NAPA COUNTY DEPARTMENT OF CORRECTIONS

Napa County Department of Corrections
2210 Napa-Vallejo Hwy
Napa, CA 94558

CONTRACTOR

Marquee Fire Protection, LLC
3875 Atherton Road, Suite 200
Rocklin, CA 95765-3716

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

5. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

6. 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.

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

IN WITNESS WHEREOF, this Amendment No. 1 is executed by the parties hereto as of the date first above written.

MARQUEE FIRE PROTECTION, LLC doing business as MARQUEE FIRE PROTECTION

By_____
JEFF AWTREY, C.E.O.

By_____
KIMBERLY REED, C.O.O.

"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: August 18, 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-1"

SCOPE OF WORK

I. DESCRIPTION OF SERVICES

CONTRACTOR shall provide COUNTY with the following routine and non-routine/emergency inspection, testing, and maintenance of automatic fire sprinkler systems and equipment. All services shall conform to acceptable industry standards as established by the National Fire Protection Association (NFPA) and as referenced, incorporated, and required by the California Office of the State Fire Marshal in the California Code of Regulations and other applicable codes, laws, and regulations.

During the term of this Agreement, COUNTY may request changes in service frequency, additional routine sites, or removal of routine sites if services are no longer required.

Routine Services:

CONTRACTOR shall provide COUNTY with three **Quarterly** and one **Annual** (doubles as the fourth quarterly for all equipment) inspection and testing of sprinkler equipment at the following locations. Unless otherwise indicated, all locations are in Napa, California.

Building	Address	Equipment
New Jail - Corrections	1125 Third Street	1 Sprinkler – Wet Riser
Hall of Justice (Old Jail)	1125 Third Street	1 Sprinkler – Wet Riser
Administration	1195 Third Street	1 Sprinkler – Wet Riser
1127 First Street	1127 First Street	1 Sprinkler – Wet Riser
1917 First Street	1917 First Street	1 Residential Sprinkler – Wet Riser
5th Street Parking Garage	1100 Fifth Street	1 Sprinkler – Wet Riser
ITS/HHSA	650 Imperial Way	2 Sprinkler – Wet Risers
Juvenile Justice Center	212 Walnut Street	1 Sprinkler – Wet Riser
Animal Shelter	942 Hartle Court	1 Sprinkler – Wet Riser
Homeless Shelter	100 Hartle Court	1 Sprinkler – Wet Riser
Equipment Pool - Fleet	3075 California Boulevard	2 Sprinkler – Wet Risers
Bella Drive	1046 Bella Drive	1 Residential Sprinkler - Wet Riser
M1/M2	Napa State Hospital 2100 Napa-Vallejo Hwy	1 Sprinkler – Wet Riser
South Campus Bldg 1A	2747 Napa Valley Corporate Drive	2 Sprinkler – Wet Risers
South Campus Bldg B	2751 Napa Valley Corporate Drive	2 Sprinkler – Wet Risers
South Campus Bldg A	2751 Napa Valley Corporate Drive	2 Sprinkler – Wet Risers, 1 Sprinkler – Preaction
South Campus Bldg 4	2721 Napa Valley Corporate Drive	1 Sprinkler – Wet Riser, 1 Sprinkler – Preaction
Sheriff Office	1535 Airport Boulevard	1 Sprinkler – Wet Riser
Airport	2000 Airport Road	5 Sprinkler – Wet Risers
Re-Entry	2200 Napa-Vallejo Highway	5 Sprinkler – Wet Risers
Yountville Fire Station	7401 Solano Ave, Yountville	1 Sprinkler – Wet Riser

A partial trip test of preaction systems is required annually. A full trip test of preaction systems is required every three (3) years. See NFPA 25.

CONTRACTOR shall provide COUNTY Department of Corrections with three **Quarterly** and one **Annual** (doubles as the fourth quarterly for all equipment) inspection and testing of sprinkler equipment at the following location.

Building	Address	Equipment
Replacement Jail - Corrections	2210 Napa-Vallejo Hwy	2 Sprinkler – Dry Riser

A partial trip test of dry systems is required annually. A full trip test of dry systems is required every three (3) years. See NFPA 25.

CONTRACTOR shall provide COUNTY with 11 **monthly** and one **Annual** (doubles as the 12th monthly) inspection and testing for the fire pump at the following location. Location is in Napa, California.

Building	Address	Equipment
New Jail	1125 Third Street	1 Electric Fire Pump – Horizontal

CONTRACTOR shall provide COUNTY with one **Annual** inspection and testing of hydrants and replacement of fire hoses at the following locations. All locations are in Napa, California.

Building	Address	Equipment
South Campus – Entire Campus	2751/2721 Napa Valley Corporate Drive	12 Hydrants
Sheriff Office	1535 Airport Boulevard	5 Hydrants
Airport	2000 Airport Road	14 Hydrants
Re-Entry	2200 Napa-Vallejo Highway	4 Hydrants
Hall of Justice (Old Jail)	1125 Third Street	10 Fire Hose
Juvenile Justice Center	212 Walnut Street	2 Fire Hoses

CONTRACTOR shall provide COUNTY Department of Corrections with one **Annual** inspection and testing of hydrants at the following location.

Building	Address	Equipment
Replacement Jail - Corrections	2210 Napa-Vallejo Hwy	6 Hydrants

CONTRACTOR shall provide COUNTY with two Semi-Annual inspections, testing, and maintenance of kitchen hood systems (service) and two **Semi-Annual** OR four **Quarterly** inspection and cleaning of grease buildup at the following locations. All locations are in Napa, California.

Building	Address	Equipment	Frequency of Cleaning Service
Juvenile Justice Center	212 Walnut Street	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	Semi-Annual
Re-Entry	2200 Napa-Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	Semi-Annual

M1/M2	2100 Napa-Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	Semi-Annual
South Campus Bldg (Provisions Cafe)	2751 Napa Valley Corporate Drive	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	Semi-Annual

If during the course of providing services the CONTRACTOR identifies system or equipment deficiencies, the CONTRACTOR shall notify COUNTY of the deficiency and/or recommended/needed repairs.

Non-Routine and Emergency Services: CONTRACTOR shall provide the COUNTY with authorized non-routine inspections (including 5-year inspections), testing, maintenance (including kitchen hood cleanings), and emergency testing and maintenance services for all fire sprinkler systems and equipment and kitchen hood systems as requested by the County's Director of Public Works or designee at the hourly rates provided in Exhibit "B-1", plus parts.

CONTRACTOR shall provide the COUNTY with authorized non-routine inspections (including 5-year inspections), testing, and maintenance services and emergency testing and maintenance services for the fire sprinkler system and equipment at the Replacement Jail Facility as requested by the County's Director of Corrections or designee at the hourly rates provided in Exhibit "B-1", plus parts.

Emergency call back services shall be provided within four (4) hours of request.

Hours and Frequency of Service: All inspections, testing, and maintenance will be performed between the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday, excluding holidays.

If any equipment malfunction occurs after a related routine or non-routine service, CONTRACTOR shall provide call back service during regular working hours of regular working days at **no additional** charge.

If COUNTY authorized call back services are required after a related routine or non-routine service, outside regular routine hours, the CONTRACTOR will absorb the worked hours at regular hourly rates and will be reimbursed by the COUNTY for the difference between the regular hourly rate and the overtime or double time hourly rates provided in Exhibit "B-1".

Call back services shall be provided within twenty-four (24) hours of request.

Written Reports: A written report, utilizing the forms established by the NFPA, shall be provided for each inspection and test at each location. Reports are due to the Napa County Facilities Superintendent within five (5) working days of each inspection and test/service.

Minimum Certifications and Licensing: A California C-16 Fire Protection Contractor license is required. Registration with the California Department of Industrial Relations (DIR) is required, and a valid DIR registration number must be maintained throughout the entirety of the contract.

Subcontracting of Services: If the CONTRACTOR wishes to use a subcontractor not specified in CONTRACTOR'S proposal, prior written approval must be obtained. If a subcontract for work or

services is performed, the subcontract must contain all required provisions of this Agreement. All invoicing must be through this Agreement. Direct invoicing from subcontractors is prohibited.

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

EXHIBIT "B-1"

COMPENSATION

CONTRACTOR shall provide **Quarterly** and **Annual** (doubles as the fourth quarterly for all equipment) inspection and testing of COUNTY fire sprinkler systems as outlined in Exhibit "A-1" and listed in the charts below at the following rates:

ROUTINE RATES YEARS 2-3 Effective Date of Amendment 1-JUNE 30, 2027

Building	Address	Equipment	1st Qtrly	2nd Qtrly	3rd Qtrly	4th Qtrly/ Annual	Yearly Cost
New Jail - Corrections	1125 Third Street	Sprinkler – Wet Riser	$185	$185	$185	$1,460	$2,015
Hall of Justice (Old Jail)	1125 Third Street	Sprinkler – Wet Riser	$185	$185	$185	$1,460	$2,015
Administration	1195 Third Street	Sprinkler – Wet Riser	$185	$185	$185	$1,460	$2,015
1127 First Street	1127 First Street	Sprinkler – Wet Riser	$185	$185	$185	$1,460	$2,015
1917 First Street	1917 First Street	Residential Sprinkler – Wet Riser	$185	$185	$185	$360	$915
5th Street Parking Garage	1100 Fifth Street	Sprinkler – Wet Riser	$185	$185	$185	$720	$1,275
ITS/HHSA	650 Imperial Way	Sprinkler – Wet Riser #1	$135	$135	$135	$730	$1,135
ITS/HHSA	650 Imperial Way	Sprinkler – Wet Riser #2	$135	$135	$135	$730	$1,135
Juvenile Justice Center	212 Walnut Street	Sprinkler – Wet Riser	$185	$185	$185	$2,160	$2,715
Animal Shelter	942 Hartle Court	Sprinkler – Wet Riser	$135	$135	$135	$720	$1,125
South Napa Homeless Shelter	100 Hartle Court	Sprinkler – Wet Riser	$135	$135	$135	$720	$1,125
Equipment Pool - Fleet	3075 California Boulevard	Sprinkler – Wet Riser #1	$185	$185	$185	$540	$1,095
Equipment Pool - Fleet	3075 California Boulevard	Sprinkler – Wet Riser #2	$185	$185	$185	$540	$1,095
Bella Drive	1046 Bella Drive	Residential Sprinkler – Wet Riser	$135	$135	$135	$360	$765
M1/M2	Napa State Hospital – 2100 Napa-Vallejo Highway	Sprinkler – Wet Riser	$185	$185	$185	$1,460	$2,015

South Campus Bldg 1A	2747 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	$95	$95	$95	$1,460	$1,745
South Campus Bldg 1A	2747 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	$95	$95	$95	$1,460	$1,745
South Campus Bldg B	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	$95	$95	$95	$1,460	$1,745
South Campus Bldg B	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	$95	$95	$95	$1,460	$1,745
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	$95	$95	$95	$1,080	$1,365
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	$95	$95	$95	$1,080	$1,365
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Preaction	$95	$95	$95	$1,080	$1,365
South Campus Bldg 4	2721 Napa Valley Corporate Drive	Sprinkler – Wet Riser	$95	$95	$95	$960	$1,245
South Campus Bldg 4	2721 Napa Valley Corporate Drive	Sprinkler – Preaction	$95	$95	$95	$960	$1,245
Sheriff Office	1535 Airport Boulevard	Sprinkler – Wet Riser	$185	$185	$185	$1,800	$2,355
Airport	2000 Airport Road	Sprinkler – Wet Riser #1	$148	$148	$148	$435	$879
Airport	2000 Airport Road	Sprinkler – Wet Riser #2	$148	$148	$148	$435	$879
Airport	2000 Airport Road	Sprinkler – Wet Riser #3	$148	$148	$148	$435	$879
Airport	2000 Airport Road	Sprinkler – Wet Riser #4	$148	$148	$148	$435	$879
Airport	2000 Airport Road	Sprinkler – Wet Riser #5	$148	$148	$148	$435	$879
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #1	$148	$148	$148	$360	$804
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #2	$148	$148	$148	$360	$804

Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #3	$148	$148	$148	$360	$804
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #4	$148	$148	$148	$360	$804
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #5	$148	$148	$148	$360	$804
Yountville Fire Station	7401 Solano Avenue, Yountville	Sprinkler – Wet Riser	$280	$280	$280	$720	$1,560
TOTAL							$48,350

Replacement Jail - Corrections	2210 Napa-Vallejo Highway	Sprinkler – Dry Riser #1	$95	$95	$95	$960	$1,245
Replacement Jail - Corrections	2210 Napa-Vallejo Highway	Sprinkler – Dry Riser #2	$95	$95	$95	$960	$1,245
TOTAL							$2,490

ROUTINE RATES YEARS 4-5 JULY 1, 2027-JUNE 30, 2029

Building	**Address**	**Equipment**	**1st Qtrly**	**2nd Qtrly**	**3rd Qtrly**	**4th Qtrly/ Annual**	**Yearly Cost**
New Jail - Corrections	1125 Third Street	Sprinkler – Wet Riser	$203	$203	$203	$1,600	$2,209
Hall of Justice (Old Jail)	1125 Third Street	Sprinkler – Wet Riser	$203	$203	$203	$1,600	$2,209
Administration	1195 Third Street	Sprinkler – Wet Riser	$203	$203	$203	$1,600	$2,209
1127 First Street	1127 First Street	Sprinkler – Wet Riser	$203	$203	$203	$1,600	$2,209
1917 First Street	1917 First Street	Residential Sprinkler – Wet Riser	$203	$203	$203	$396	$1,005
5th Street Parking Garage	1100 Fifth Street	Sprinkler – Wet Riser	$203	$203	$203	$792	$1,401
ITS/HHSA	650 Imperial Way	Sprinkler – Wet Riser #1	$148	$148	$148	$803	$1,247
ITS/HHSA	650 Imperial Way	Sprinkler – Wet Riser #2	$148	$148	$148	$803	$1,247
Juvenile Justice Center	212 Walnut Street	Sprinkler – Wet Riser	$203	$203	$203	$2,376	$2,985
Animal Shelter	942 Hartle Court	Sprinkler – Wet Riser	$148	$148	$148	$792	$1,236
South Napa Homeless Shelter	100 Hartle Court	Sprinkler – Wet Riser	$148	$148	$148	$792	$1,236
Equipment Pool - Fleet	3075 California Boulevard	Sprinkler – Wet Riser #1	$203	$203	$203	$594	$1,203

Equipment Pool - Fleet	3075 California Boulevard	Sprinkler – Wet Riser #2	$203	$203	$203	$594	$1,203
Bella Drive	1046 Bella Drive	Residential Sprinkler – Wet Riser	$148	$148	$148	$396	$840
M1/M2	Napa State Hospital – 2100 Napa-Vallejo Highway	Sprinkler – Wet Riser	$203	$203	$203	$1,606	$2,215
South Campus Bldg 1A	2747 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	$105	$105	$105	$1,606	$1,921
South Campus Bldg 1A	2747 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	$105	$105	$105	$1,606	$1,921
South Campus Bldg B	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	$105	$105	$105	$1,606	$1,921
South Campus Bldg B	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	$105	$105	$105	$1,606	$1,921
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #1	$105	$105	$105	$1,188	$1,503
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Wet Riser #2	$105	$105	$105	$1,188	$1,503
South Campus Bldg A	2751 Napa Valley Corporate Drive	Sprinkler – Preaction	$105	$105	$105	$1,188	$1,503
South Campus Bldg 4	2721 Napa Valley Corporate Dr	Sprinkler – Wet Riser	$105	$105	$105	$1,056	$1,371
South Campus Bldg 4	2721 Napa Valley Corporate Drive	Sprinkler – Preaction	$105	$105	$105	$1,056	$1,371
Sheriff Office	1535 Airport Boulevard	Sprinkler – Wet Riser	$203	$203	$203	$1,980	$2,589
Airport	2000 Airport Road	Sprinkler – Wet Riser #1	$162	$162	$162	$478	$964
Airport	2000 Airport Road	Sprinkler – Wet Riser #2	$162	$162	$162	$478	$964
Airport	2000 Airport Road	Sprinkler – Wet Riser #3	$162	$162	$162	$478	$964

Airport	2000 Airport Road	Sprinkler – Wet Riser #4	$162	$162	$162	$478	$964
Airport	2000 Airport Road	Sprinkler – Wet Riser #5	$162	$162	$162	$478	$964
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #1	$162	$162	$162	$396	$882
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #2	$162	$162	$162	$396	$882
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #3	$162	$162	$162	$396	$882
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #4	$162	$162	$162	$396	$882
Re-Entry	2200 Napa-Vallejo Highway	Sprinkler – Wet Riser #5	$162	$162	$162	$396	$882
Yountville Fire Station	7401 Solano Avenue, Yountville	Sprinkler – Wet Riser	$308	$308	$308	$792	$1,716
TOTAL							$53,124

Replacement Jail - Corrections	2210 Napa-Vallejo Highway	Sprinkler #1-Dry Riser	$105	$105	$105	$1,056	$1,371
Replacement Jail – Corrections	2210 Napa-Vallejo Highway	Sprinkler #2-Dry Riser	$105	$105	$105	$1,056	$1,371
TOTAL							$2,742

CONTRACTOR shall provide COUNTY with 11 **Monthly** and one **Annual** (doubles as the 12th monthly) inspection and testing of the following fire pump as outlined in Exhibit "A-1" and listed in the charts below at the following rates:

ROUTINE RATES YEARS 1-3 JULY 1, 2024-JUNE 30, 2027

Building	Address	Equipment	Monthly	Annual	Yearly Cost
New Jail	1125 Third Street	Electric Fire Pump - Horizontal	$450	$1,080	$6,030

ROUTINE RATES YEARS 4-5 JULY 1, 2027-JUNE 30, 2029

Building	Address	Equipment	Monthly	Annual	Yearly Cost
New Jail	1125 Third Street	Electric Fire Pump - Horizontal	$495	$1,200	$6,645

CONTRACTOR shall provide COUNTY with one **Annual** inspection and testing of hydrants and replacement of fire hoses as outlined in Exhibit "A-1" and listed in the charts below at the following rates:

ROUTINE RATES YEARS 2-3 Effective Date of Amendment 1-JUNE 30, 2027

Building	Address	Equipment	# of Equipment	Cost Per Unit of Equipment	Yearly Cost
South Campus – Entire Campus	2751/2721 Napa Valley Corporate Drive	Hydrants	12	$120	$1,440
Sheriff Office	1535 Airport Boulevard	Hydrants	5	$120	$600
Airport	2000 Airport Road	Hydrants	14	$120	$1,680
Re-Entry	2200 Napa-Vallejo Highway	Hydrants	4	$120	$480
Hall of Justice (Old Jail)	1125 Third Street	Fire Hose	10	$245	$2450
Juvenile Justice Center	212 Walnut Street	Fire Hoses	2	$245	$490
TOTAL					$7,140

Replacement Jail - Corrections	2210 Napa-Vallejo Highway	Hydrants	6	$120	$720

ROUTINE RATES YEARS 4-5 JULY 1, 2027-JUNE 30, 2029

Building	Address	Equipment	# of Equipment	Cost Per Unit of Equipment	Yearly Cost
South Campus – Entire Campus	2751/2721 Napa Valley Corporate Drive	Hydrants	12	$132	$1,584
Sheriff Office	1535 Airport Boulevard	Hydrants	5	$132	$660
Airport	2000 Airport Road	Hydrants	14	$132	$1,848
Re-Entry	2200 Napa-Vallejo Highway	Hydrants	4	$132	$528
Hall of Justice (Old Jail)	1125 Third Street	Fire Hose	10	$270	$2,700
Juvenile Justice Center	212 Walnut Street	Fire Hoses	2	$270	$540
TOTAL					$7,860

Replacement Jail - Corrections	2210 Napa-Vallejo Highway	Hydrants	6	$132	$792

CONTRACTOR shall provide COUNTY with two **Semi-Annual** inspections, testing, and maintenance (Service) of COUNTY kitchen hood systems and two **Semi-Annual or** four **Quarterly** inspection and cleaning (Cleaning) of grease buildup as outlined in Exhibit "A-1" and listed in the charts below at the following rates:

ROUTINE RATES YEARS 2-3 Effective date of Amendment 1-JUNE 30, 2027

Building	**Address**	**Equipment**	**1st Semi-Annual Service**	**2nd Semi-Annual Service**	**1st Semi-Annual Cleaning**	**2nd Semi-Annual Cleaning**	**Yearly Cost**
Juvenile Justice Center	212 Walnut Street	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	$682	$682	$1,423	$1,423	$4,210
Re-Entry	2200 Napa-Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	$585	$585	$1,170	$1,170	$3,510
M1/M2	2100 Napa-Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	$585	$585	$1,163	$1,163	$3,496
South Campus Bldg B (Provisions Cafe)	2751 Napa Valley Corporate Drive	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	$ 617	$617	$1,243	$1,243	$3,720
TOTAL							$14,936

ROUTINE RATES YEARS 4-5 JULY 1, 2027-JUNE 30, 2029

Building	Address	Equipment	1st Semi-annual Service	2nd Semi-annual Service	1st Semi-annual Cleaning	2nd Semi-annual Cleaning	Yearly Cost
Juvenile Justice Center	212 Walnut Street	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	$750	$750	$1,565	$1,565	$4,630
Re-Entry	2200 Napa-Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	$760	$760	$1,287	$1,287	$4,094
M1/M2	2100 Napa-Vallejo Highway	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 2 Fusible Links (Each, Replacement)	$643	$643	$1,280	$1,280	$3,846
South Campus Bldg B (Provisions Cafe)	2751 Napa Valley Corporate Drive	1 Single Tank Suppression System (Includes all Links & Pipe Blow Out), 3 Fusible Links (Each, Replacement)	$ 678	$678	$1,353	$1,353	$4,062
TOTAL							$16,632

NON-ROUTINE AND EMERGENCY RATES YEARS 1-3 JULY 1, 2024-JUNE 30, 2027

Job Title/Service Type/Product Item	Regular Rate per hour	Overtime Rate per hour	Double Time Rate per hour
Inspection	$185	$260	$335
Repair	$185	$260	$335
Pump Inspection	$185	$260	$335
Hose Maintenance	$185	$260	$335
Pump Testing	$185	$260	$335
Hydrant Test	$185	$260	$335
Hood Service	$240	$338	$435

NON-ROUTINE AND EMERGENCY RATES YEARS 4-5 JULY 1, 2027-JUNE 30, 2029

Job Title/Service Type/Product Item	Regular Rate per hour	Overtime Rate per hour	Double Time Rate per hour
Inspection	$195	$275	$350
Repair	$195	$275	$350
Pump Inspection	$195	$275	$350
Hose Maintenance	$195	$275	$350
Pump Testing	$195	$275	$350
Hydrant Test	$195	$275	$350
Hood Service	$252	$358	$455

CONTRACTOR DEFINED HOURS

Regular Business Hours: Monday – Friday 6:00 a.m. – 5:00 p.m., 8-hour shift / 40-hour work week

Overtime: All hours more than 8 and up to 12 in a workday, all hours worked more than 40 hours in a work week, and work on Saturdays.

Double Time: All hours more than 12 hours in a workday, Sunday, and holidays, and more than 8 hours on a 7th consecutive workday.

Payment of California Prevailing Wage is required.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1536

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 three 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: Pope Canyon Rd. Mile Post Marker (MPM) 4.35 ($550,000)

Recent storms caused significant damage to the County road system, resulting in the Board of Supervisors declaring a state of emergency. Some of the sites required immediate action to protect the public and ensure the damage does not spread to other areas. The County used emergency contracting procedures to initiate work on these areas, which allowed for reduced time to hire contractors to perform the work.

Status: Construction commenced 7/28. All (50) piers are complete. Paving scheduled the week of 9/2 and all work should complete by 9/10.

Project 2: 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: The replacement generator has been ordered and a delivery date is being determined.

Project 3: Yountville Fire Department Bathroom Emergency Repairs ($373,620)

Severe leaks and water damage, which is potentially jeopardizing the normal use of the station, have been identified at the Napa County Fire Department Station 12, located at 7401 Solano Ave, Yountville, CA 94599. Public Works and the Fire Department Chiefs met to discuss the safety concerns of occupying a building with potential biological growth. In addition, the urinal became inoperable due to leaks and the building bathroom was insufficient to serve the staff at the fire station. The conditions of the building made the long design period and competitive bidding process, which would not start until October 2025, to be insufficient to keep the fire station operational. Without repairing the bathroom as an emergency, Fire could need to relocate staff to a temporary housing option, which would induce higher cost and a decrease in public safety due to the longer response time to travel back to the station.

Status: Shower room No. 1 is scheduled to complete 9/10. Shower room No. 2 will follow, with a scheduled completion date of 10/24.

The Board has previously approved funding and no additional funds are being requested at this time. Good progress is being made, and staff recommends 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.

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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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1539

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Professional Services Agreement with YEI and Budget Amendment for the "South Campus Building 4 HVAC Upgrades Project", PW 23-10.

RECOMMENDATION

Approve Agreement No. 260124B with YEI Engineers, Inc., to provide project design services for the "South Campus Building 4 HVAC Upgrades," PW 23-10, for a maximum compensation of $336,282; and approve a Budget Amendment. (Fiscal Impact: $380,616 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The South Campus Building 4 Air Handler Units (AHU) 1, 2, and 10, HVAC Control System and the Hydronic Boiler System are past their useful lives and have required extensive maintenance and repair over the last few years. These systems have been identified by the County's Property Management Division as a high priority for replacement. Additionally, due to the age and deterioration of AHU's 1, 2, and 10, rainwater has leaked through the unit and into the second floor of the building and has caused interior damage that will need to be repaired with a separate project once the units are replaced. The units are currently covered with tarps to mitigate water infiltration, but this is not a permanent solution and it impacts the operation and effectiveness of these units.

Building 4 AHU 1 and 10 and the boiler system were initially identified in the 2022-23 fiscal year budget and YEI had prepared a preliminary design to repair these units. Work was halted in 2023 and the design was left unfinished due to inadequate budget for construction. Now in the 2025-26 fiscal year budget, the Facilities Master Plan Program has also identified this work as a high priority project and funding has been set aside for allocation. In addition to AHU 1 and 10, and the boiler system that were deficient in 2022, AHU 2 has also been deemed as deficient and will require replacement. New controls for zones served by AHU 1, 2, 5, and 10 will also be included in the design, since their existing systems are obsolete.

In 2022, after County staff conducted a Request for Qualifications (RFQ) to select a firm to provide design, engineering, construction support, inspections, and associated services for several HVAC projects within the County and, staff selected YEI Engineers, Inc. (YEI) as the most qualified firm to provide design services and entered into an Agreement with YEI. However, since that time, the Agreement with YEI has expired and a new Agreement is needed to continue using their services to complete the design for this project.

County staff previously requested a budget transfer of $270,000 at the September 13, 2022 Board of Supervisors meeting, and the project still contains an appropriation balance of $131,378 to date. Additional budget is requested to pay for YEI's design, engineering, construction support, and inspection services, as well as funding to support staff time to administer the project until bids are opened. Staff will return to the Board once the design is complete to request approval of Plans and Specifications, and authorization to advertise for bids.

Requested Actions:

1. Approve Agreement No. 260124B with YEI Engineers, Inc., for a maximum compensation of $336,282, for the design services for the "South Campus Building 4 HVAC Upgrades" project; and

2. Approve a Budget Amendment for the following (4/5 vote required):

a. Reclass Construction Services appropriation by $380,616 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 $380,616 to the Capital Improvement Projects (CIP) Fund (Fund 3000, Sub-Division 3000000, Account 49900);

b. Increase Intrafund Transfers Out appropriations by $380,616 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 23018 and increase to its Intrafund Transfers In revenues (Fund 3000, Sub-Division 3000504, Project 23018, Account 49900); and

c. Increase Engineer Services appropriations by $150,000 and Consultant Services appropriations by $230,616 in Project 23018 budget (Fund 3000, Sub-Division 3000504, Project 23018, Accounts 52145 and 52310) offset by an Intrafund Transfer In revenue from the CIP Fund.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	AHU 1, 2, 10 and the boiler require extensive and costly maintenance and repairs, they need to be replaced.
Is the general fund affected?	No

Future fiscal impact:	Additional funds will be requested from the Facilities Master Plan Project ($9 million in current budget) to fund construction of the project when design and bidding are completed.
Consequences if not approved:	The AHU units and boiler could fail and there will be no design in place for replacement, which would lead to increased repair and maintenance costs.
Additional Information	The project has $131,378 from the CIP Fund (Fund 3000, Sub-Division 3000000), and additional budget is required from the Facilities Master Plan Project to fund the project design.

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. 260124B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 9th day of September 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and YEI Engineers Inc., a California corporation, whose business address is 7677 Oakport Street, Suite 200, Oakland, CA 94621, hereinafter referred to as "Consultant."

RECITALS

A. County wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the South Campus Building 4 HVAC Upgrades, hereinafter referred to as "Project."

B. Consultant was selected to provide professional services after a competitive process conducted pursuant to RFQ 1127 First Street HVAC.

C. Consultant is willing to provide such specialized services to County under the terms and conditions set forth herein.

D. County hereby engages the services of Consultant, and Consultant agrees to serve County in accordance with the terms and conditions set forth herein.

E. 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 consistent with and limited to the standards ordinarily exercised by professionals practicing in the same field of service, under similar conditions, and at the same time and locality where the Services are performed. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within thirty (30) days 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 5 year(s) after the Effective Date unless terminated earlier in accordance with this Article.

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

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

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

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

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of THREE HUNDRED THIRTY SIX THOUSAND TWO HUNDRED EIGHTY TWO DOLLARS AND ZERO CENTS ($336,282.00); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Consultant may submit one invoice per calendar month in arrears for services provided, to the 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 Price Adjustments. After the first contract year, County may increase the unit prices or hourly rates in Exhibit "B" upon approval of Consultant's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the prevailing wage rate or 5.0%, whichever is less, during the preceding one-year term. If the adjustment is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). Consultant's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting Consultant, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. Consultant must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. County may only approve Consultant's request in writing. Increasing the unit prices or hourly rates pursuant to this paragraph does not affect the maximum contract amount in paragraph 3.1.3. This paragraph does not apply where compensation is based on fixed prices or lump sums.

ARTICLE IV – INSURANCE

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

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

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, and employees from and against pure economic liability, claims, actions, proceedings, losses, injuries, damages or expenses, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, to the extent caused by the grossly negligent acts or omissions or willful misconduct of Consultant or its officers, employees, and consultants 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. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant shall not be liable for any claims of loss of profits or any other indirect, special, incidental, or consequential damages of any nature whatsoever.

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

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

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

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

ARTICLE VI – MANDATORY COUNTY PROVISIONS

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

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

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

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

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

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

6.2 Inducement of County Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this

Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

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

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

ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

COUNTY	CONSULTANT
Napa County Department of Public Works 1195 Third Street, Suite 101 Napa, CA 94559	YEI Engineers, Inc. 7677 Oakport Street, Suite 200 Oakland, CA 94621

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

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

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

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

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

this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

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

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

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

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

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

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written

approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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).

YEI ENGINEERS, INC., a California Corporation

By_____
PATRICK MALLILLIN, President/CEO

By_____
HUBERT HIDALGO, Vice President/Secretary

NAPA COUNTY, a political subdivision of
the State of California

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* Deputy County Counsel Date: August 13, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A
SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide various engineering services including, but not limited to, mechanical engineering, electrical engineering, architectural, and structural engineering, for the design and construction support services needed to replace the rooftop air handling units, hydronic boiler system, and HVAC control system on Napa County's South Campus Building 4, in accordance with Consultant's proposal dated August 6, 2025, which is hereby incorporated into this Exhibit by reference.

II. Schedule

Consultant shall perform the Scope of Services and provide for a completed design by January 31, 2026. A more detailed project schedule is forthcoming from the Consultant.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

County will pay Consultant in accordance with the fee schedul set forth in Consultant's proposal dated August 6, 2025, which is hereby incorporated into this Exhibit by reference.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

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

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

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

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

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

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

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

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are

unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

August 6, 2025

Ms. Sydney K. Barclay, P.E.
Project Manager
County of Napa, Public Works Department
Construction and Design Engineering Section
1195 Third Street, Suite 101
Napa, CA 94559

Re: Fee Proposal
County of Napa, South Campus Building 4
Design for Replacement of Rooftop Air Handling Units, Hydronic Boiler System, and HVAC Control System
(YEI P25-072)

Dear Ms. Sydney K. Barclay,

Thank you very much for inviting YEI Engineers, Inc. to submit a proposal for the mechanical, electrical, architectural and structural services to prepare design for the above subject. YEI Engineers, Inc. is most pleased to submit the scope of work and fee for this project.

For the proposed project, YEI is to provide mechanical, electrical, architectural and structural engineering design services for the County of Napa South Campus Building 4 replacement of the existing AHU-1, AHU-2 and AHU-10 with Seasons 4 (or approved equal) custom-built AHUs, replacement of the existing hydronic heating water boiler system with Lochinvar (or approved equal) condensing boilers, replacement of the existing VAV box controllers and electronic control valves for Zone 1, 2, 5 and 10 with new Siemens BACnet controllers, replacement of the existing Schneider controllers in the mechanical bay, connection of the existing mechanical bay exhaust fans serving zones 1, 2 and 10 control to new Siemens BACnet controllers, interface the existing AHU-5 ALC BACnet controls to a new Siemens controller, new duct-mounted smoke detector to AHU 1, 2 and 10 and interface to existing main building fire alarm system, and new one (1) single-split air conditioning unit serving the existing ground floor office.

The following is an outline of the scope of services to be provided for this project:

1. Project Management
   - Project Kick-off meeting on-site with County, design team, AHU manufacturer (Seasons 4), and Siemens
   - Project design and coordination meetings with design team and County's representative
     a) 60% Design coordination online meeting
     b) 60% comments and responses resolution online meeting
     c) 90% Design coordination online meeting

    d) 90% comments and responses resolution online meeting
    e) Final design coordination online meeting
- Pre-bid on-site meeting
- Pre-construction on-site meeting
- 20 Weekly or bi-weekly construction online meetings
- Project closeout online meetings

2. Field observation of the existing rooftop air handling unit AHU-1 including the structural roof equipment curb, roof water proofing, existing 1st floor, 2nd floor ductwork, duct mounted hydronic reheat coils, variable air volume boxes with hydronic reheat coil, and HVAC building energy management and control system.
3. Field observation of the existing rooftop air handling unit AHU-2 including the structural roof equipment curb, roof water proofing, existing 1st floor ductwork, duct mounted hydronic reheat coils, variable air volume boxes with hydronic reheat coil, and HVAC building energy management and control system.
4. Site evaluation of existing rooftop air handling unit AHU-10 including the structural roof equipment curb, roof water proofing, existing 2nd floor ductwork, duct mounted hydronic reheat coils, variable air volume boxes with hydronic reheat coil, and HVAC building energy management and control system.
5. Site evaluation of existing duct mounted hydronic reheat coils and variable air volume boxes with hydronic reheat coil, and HVAC building energy management and control system associated with existing AHU-5.
6. Field observation of the existing AHU-5 controller.
7. Field observation of the existing hydronic boiler system.
8. Field observation of the existing Schneider controllers and existing exhaust fans in the mechanical bay.
9. Field observation of the existing 1st office for the installation of new single-split air conditioning unit.
10. Field observation of the existing two (2) process chillers and associated pumps, chemical pot feeder, expansion tank, air separator, piping, valves, and controls.
11. Field observation of the existing electrical distribution systems related to all mechanical equipment scope of work as noted in this scope of work.
12. Field observation of the existing roof and waterproofing surrounding the existing AHU-1, AHU-2 & AHU-10.
13. Prepare heating load calculations for the entire Building 4 to size the new hydronic Lochinvar condensing boilers.
14. Prepare the mechanical, plumbing, electrical, architectural, and structural demolition drawings.
15. Specify the replacement of three (3) existing custom-built rooftop air handling units (AHU-1, AHU-2 & AHU-10) at the roof matching the existing roof curb size using custom-built type AHU with the same capacity as the existing. Design 12” high roof curb, affected roof water proofing, unit mounted smoke detection and interface to existing building fire alarm system, electrical power supply, and Siemens BACnet direct digital control system.
16. Design the condensate drain piping of the three (3) new custom-built rooftop air handling units and one (1) new split system air conditioning unit.
17. Specify the modulating control valve replacement of the existing VAV boxes serving zones 1, 2, 5 and 10 with new pressure independent modulating control valve.
18. Specify the control system replacement of the three (3) existing custom-built rooftop air handling units with new HVAC energy management and control system. Interface the existing AHU-5 ALC BACnet controls to a new Siemens controller. Design control system for the new hydronic Lochinvar condensing boilers and pumping system. Specify the replacement of the existing VAV box controllers and electronic control valves for Zone 1, 2, 5 and 10 with new Siemens BACnet controllers and pressure independent modulating control valves, replacement of the existing Schneider controllers in the mechanical bay, and connection of the existing mechanical bay exhaust fans to new Siemens BACnet controllers. Interface all new control systems to County of Napa Siemens Desigo BACnet building energy management and control system through ethernet.

19. Design the replacement of the existing hydronic boiler and pumping system per heating load calculations and connect the new hydronic heating hot water piping system to existing main heating hot water distribution piping system. The existing hydronic heating hot water piping distribution system shall remain in place.
20. Design the HVAC single split air conditioning system for the existing ground floor office.
21. Prepare Title 24 Compliance Reports for the three (3) new custom-built rooftop air handling units and one (1) new split system air conditioning unit.
22. Prepare the electrical design for the three (3) new custom-built rooftop air handling units by re-using the existing electrical power supply, new electrical power supply to one (1) new split system air conditioning unit, and new HVAC control system.
23. Structural design modification of the existing roof curb to accommodate a 12" high roof curb and seismic anchoring of the three (3) new custom-built rooftop air handling units.
24. Design the seismic anchoring of the (1) new split system air-cooled condensing unit at the existing roof equipment mounting supports.
25. Design roof waterproofing affected by the three (3) new custom-built rooftop air handling units including removable roof flashing of the roof curbs.
26. Prepare mechanical, electrical, architectural and structural technical specifications. Divisions 0 and 1 shall be prepared by County of Napa.
27. Plans, Specifications and Estimates Submittals:
    - PS&E 60% submittal
    - PS&E 90% submittal
    - PS&E Final submittal
28. Attend one (1) pre-bid meeting with the County and prospective bidders/contractors and provide bid assistance (respond to RFI's, issue addendum drawings and contract specifications as required).
29. Construction support services.
30. Three (3) periodic inspections of contractors' progress installation work and provide written findings for the County.
31. Witness the three (3) air handling units, and hydronic boiler system start up and testing, and provide written findings to the County.
32. Perform punch walk, prepare punch list, and submit to County for Contractor's compliance.

Deliverables:

- 60% Design Submittal, Specifications and Cost Estimate
- 90% Design Submittal, Specifications and Cost Estimate
- Final Design Submittal with Applicable Specifications
- Construction Support
- Punch List

Exclusions:

- Cooling load calculations and VAV boxes air flow rates (assume capacities based on record drawings)
- Modification of existing HVAC distribution ductwork at 1st floor and 2nd floor associated with AHU-1, AHU-2, and AHU-10. Air balancing of AHU-1, AHU-2 and AHU-10 including associated VAV boxes, air outlets, and exhaust fans.
- Pipe size modification of existing hydronic heating hot water piping distribution to existing AHU's, duct mounted reheat coils and variable air volume boxes with hydronic reheat coil.
- Evaluation of the process piping inside the building.
- Evaluation of any cleanroom equipment.
- Evaluation of the building HVAC control system.
- Relocation of utilities outside of the building.
- Life cycle cost analysis and energy effectiveness studies.

- Power monitoring and electrical data logging.
- Short circuit and arc flash analysis.
- Utility impact report.
- Electrical lighting design or lighting evaluation of the building.
- Plumbing system design or plumbing evaluation of the building.
- Fire protection system design or fire protection evaluation of the building.
- Building fire alarm system design or fire alarm evaluation of the building.
- Vibration or acoustical engineering is not part of the scope of work.
- Special environmental impact investigations and related research.
- Special survey or testing work to determine the adequacy, capacity or safety of existing systems or to ascertain the presence, absence or exact location of concealed work shown or implied on record "as-built" drawings of existing facility.
- Analysis and documentation for Savings by Design and other utility rebate programs.
- HVAC Commissioning.
- Structural destructive or non-destructive testing is included. If testing is needed, it will be at the County's expense.
- Destructive investigation.
- Materials testing or hazardous material assessment. Country will identify any hazardous materials present in the building.
- Scissor lifts or specialty access equipment, and special inspections.
- Structural seismic work or seismic evaluation of the building. The entire building will not be evaluated for gravity or lateral capacity. Seismic analysis or upgrade of the entire building is not included.
- Equipment procurement.
- Preparation of O&M Manuals. Contractors to provide.
- Shop and coordination drawings. Contractors to provide.
- Equipment Training and instructions.
- Permits
- Permits fees will be paid by the county or contractor.

Compensation:

YEI proposes a total lump sum amount of $336,282.00 per given tasks below for the County of Napa, South Campus, Building 4 – Design for Replacement of Rooftop Air Handling Units, Hydronic Boiler System, and HVAC Control System including construction support services.

Task 1-Project Management:	$	10,613.00
Task 2-Data Collection:	$	25,098.00
Task 3-Technical Memorandum (not in scope of work):	$	0.00
Task 4-Construction Documentation 60% Submittal:	$	71,166.00
Task 5-Construction Documentation 90% Submittal:	$	60,396.00
Task 6-Construction Documentation Final Submittal:	$	43,888.00
Task 7-Bidding Assistance:	$	21,408.00
Task 8-Construction Support Services:	$	95,388.00
TOTAL	**$**	**327,957.00**
Project Management of Subconsultants	**$**	**8,325.00**
TOTAL Design Team Fee	**$**	**336,282.00**

Please refer to the attached fee breakdown.

Modifications to the Scope of Work for the proposed project may be required during the design and construction phase periods, and if so, we will provide the required modifications based on YEI hourly rate schedules in effect at the beginning of the project. The requested modifications will be made only after your prior approval.

Please feel free to contact me at 510-710-5045 if you have any questions and we look forward to working with County of Napa.

Sincerely,



Hubert Hidalgo, P.E.
Principal

ENGINEERING SCOPE OF SERVICES AND FEE PROPOSAL

County of Napa, South Campus Building 4 - Design for Replacement of Rooftop Air Handling Units, Hydronic Boiler System, and HVAC Control System

SCOPE OF SERVICES PER TASKS	YEI Engineers						Brokaw Design		Seirra West	Subtotal
	Project Manager	Lead Mech Engineer	Mech Engineer	Lead Elec Engineer	Elec Engineer	AutoCAD	Architect	Lead Structural Engineer	Cost Estimator	
Direct Labor Rate	$299.00	$287.00	$258.00	$287.00	$258.00	$147.00	$210.00	$210.00	$125.00	
Task 1 - Project Management										
a. Kickoff Meeting	1	1	1	1	1		1	1		
b. Project Design Schedule in coordination with County's project schedule	4									
c. Design Coordination Meeting-Site Evaluation and Technical Memorandum		1	1	1	1		1	1		
d. Design Coordination Meeting-CD 60% Submittal		1	1	1	1		1	1		
e. Design Coordination Meeting-CD 90% Submittal		1	1	1	1		1	1		
f. Design Coordination Meeting-CD Final Design Submittal		1	1	1	1		1	1		
g. Building Permit Assistance		2		2			1	1		
Task 1 Subtotal Manhours	5	7	5	7	5	0	6	6	0	
Task 1 Subtotal Cost	$1,495	$2,009	$1,290	$2,009	$1,290	$0	$1,260	$1,260	$0	$10,613
Task 2 - Data Collection and Review										
a. Field Investigation #1	1	6	6	6	6		8	6		
b. Field Investigation #2	1	6	6	6	6		8	6		
c. Review Existing Available Record Drawings and Information		1	2	1	2		4	8		
d. Request for Information from the County		1		1				4		
Task 2 Subtotal Manhours	2	14	14	14	14	0	20	24		
Task 2 Subtotal Cost	$598	$4,018	$3,612	$4,018	$3,612	$0	$4,200	$5,040	$0	$25,098
Task 3 - Site Evaluation and Technical Memorandum										
a. Site evaluation and technical memorandum is not in project scope										
Task 3 Subtotal Manhours	0	0	0	0	0	0	0	0	0	
Task 3 Subtotal Cost	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Task 4 - Construction Documentation 60% Design Submittal										
a. Update Calculations and Title 24 Compliance Forms (HVAC and Electrical)		2	16	2	8			16		
b. Prepare Mechanical and Plumbing drawings		8	40			20				
c. Prepare additional Mechanical and Plumbing specifications		1	8							
d. Prepare Electrical drawings				8	40	20				

ENGINEERING SCOPE OF SERVICES AND FEE PROPOSAL

County of Napa, South Campus Building 4 - Design for Replacement of Rooftop Air Handling Units, Hydronic Boiler System, and HVAC Control System

SCOPE OF SERVICES PER TASKS	YEI Engineers						Brokaw Design		Seirra West	Subtotal
	Project Manager	Lead Mech Engineer	Mech Engineer	Lead Elec Engineer	Elec Engineer	AutoCAD	Architect	Lead Structural Engineer	Cost Estimator	
Direct Labor Rate	$299.00	$287.00	$258.00	$287.00	$258.00	$147.00	$210.00	$210.00	$125.00	
e. Prepare Electrical specifications				1	8					
f. Prepare Architectural and Structural drawings							16	16		
g. Prepare Architectural and Structural specifications							2	12		
h. Prepare 60% Opinion of Probable Construction Cost Estimate	1								40	
i. Perform QA-QC Review		2	4	2	4	8	2	2		
j. Prepare and submit 60% submittal package	1									
k. Respond to County's 60% Submittal Review Comments		1	2	1	2		1	2		
l. Design Progress Meeting with County-60% Submittal Comment Resolution		1	1	1	1		2	2		
Task 4 Subtotal Manhours	2	15	71	15	63	48	23	50	40	
Task 4 Subtotal Cost	$598	$4,305	$18,318	$4,305	$16,254	$7,056	$4,830	$10,500	$5,000	$71,166
Task 5 - Construction Documentation 90% Design Submittal										
a. Update Calculations and Title 24 Compliance Forms (HVAC and Electrical)		2	8	2	8			12		
b. Prepare Mechanical and Plumbing drawings		8	40			20				
c. Prepare additional Mechanical and Plumbing specifications		1	8							
d. Prepare Electrical drawings				8	24	16				
e. Prepare Electrical specifications				1	8					
f. Prepare Architectural and Structural drawings							8	16		
g. Prepare Architectural and Structural specifications							8	2		
h. Prepare 90% Opinion of Probable Construction Cost Estimate	1								40	
i. Perform QA-QC Review		2	4	2	4	8	2	2		
j. Prepare and submit 90% submittal package	1									
k. Respond to County's 90% Submittal Review Comments		1	2	1	2		1	1		
l. Design Progress Meeting with County-90% Submittal Comment Resolution		1	1	1	1		1	1		

ENGINEERING SCOPE OF SERVICES AND FEE PROPOSAL

County of Napa, South Campus Building 4 - Design for Replacement of Rooftop Air Handling Units, Hydronic Boiler System, and HVAC Control System

SCOPE OF SERVICES PER TASKS	YEI Engineers						Brokaw Design		Seirra West	Subtotal
	Project Manager	Lead Mech Engineer	Mech Engineer	Lead Elec Engineer	Elec Engineer	AutoCAD	Architect	Lead Structural Engineer	Cost Estimator	
Direct Labor Rate	$299.00	$287.00	$258.00	$287.00	$258.00	$147.00	$210.00	$210.00	$125.00	
Task 5 Subtotal Manhours	2	15	63	15	47	44	20	34	40	
Task 5 Subtotal Cost	$598	$4,305	$16,254	$4,305	$12,126	$6,468	$4,200	$7,140	$5,000	$60,396
Task 6 - Construction Documentation Final Design Submittal										
a. Finalized Calculations and Title 24 Compliance Form (HVAC and Electrical)		2	4	2	2			4		
b. Prepare Mechanical and Plumbing drawings		8	24			20				
c. Prepare additional Mechanical and Plumbing specifications		1	8							
d. Prepare Electrical drawings				8	16	16				
e. Prepare Electrical specifications				1	8					
f. Prepare Architectural and Structural drawings							8	8		
g. Prepare Architectural and Structural specifications							2	2		
h. Prepare Final Opinion of Probable Construction Cost Estimate	1								40	
i. Perform QA-QC Review		2	4	2	4	8	2	4		
j. Prepare Final submittal package	1									
Task 6 Subtotal Manhours	2	13	40	13	30	44	12	18	40	
Task 6 Subtotal Cost	$598	$3,731	$10,320	$3,731	$7,740	$6,468	$2,520	$3,780	$5,000	$43,888
Task 7 - Bidding Assistance										
a. Attend Pre-Bid Meeting (1 in-person meeting)		5		5				4		
b. Respond to Contractors' Questions and Clarifications		2	8	2	8		4	4		
c. Issue addendum drawings and specifications if required per response to contractors' RFIs		4	8	4	8		4	4		
c. Issue Conformed Drawings and Specifications		1	4	1	4					
Task 7 Subtotal Manhours	0	12	20	12	20	0	8	12	0	
Task 7 Subtotal Cost	$0	$3,444	$5,160	$3,444	$5,160	$0	$1,680	$2,520	$0	$21,408
Task 8 - Construction Support Services										
a. Pre-Construction Meeting (1 in-person meeting)		4		4				4		
b. Review Contractors' Submittals		8	40	8	24		4	8		
c. Respond to Contractors' RFIs		8	24	8	24		8	20		

ENGINEERING SCOPE OF SERVICES AND FEE PROPOSAL

County of Napa, South Campus Building 4 - Design for Replacement of Rooftop Air Handling Units, Hydronic Boiler System, and HVAC Control System

SCOPE OF SERVICES PER TASKS	YEI Engineers						Brokaw Design		Seirra West	Subtotal
	Project Manager	Lead Mech Engineer	Mech Engineer	Lead Elec Engineer	Elec Engineer	AutoCAD	Architect	Lead Structural Engineer	Cost Estimator	
Direct Labor Rate	$299.00	$287.00	$258.00	$287.00	$258.00	$147.00	$210.00	$210.00	$125.00	
d. Construction Observations (2 in-person observations during construction)		10		10			8	8		
e. Weekly Construction Meetings (20 vitural meetings)		20		20				20		
f. Attend Punch Walk during substantial completion of the work		6	6	6	6		4	4		
g. Prepare Punch List		1	2	1	2		2	2		
h. Review the O&M Manuals		1	2	1	2					
i. Attend Startup and Testing of HVAC units and provide written findings		8	8	8	8					
j. Prepare As-Built Drawings per Contractors' Markups										
Task 8 Subtotal Manhours	0	66	82	66	66	0	26	66	0	
Task 8 Subtotal Cost	$0	$18,942	$21,156	$18,942	$17,028	$0	$5,460	$13,860	$0	$95,388
TOTAL for YEI Engineers Inc.						$244,707				**$244,707**
TOTAL for Brokaw Design								$68,250		**$68,250**
TOTAL for Sierra West Group									$15,000	**$15,000**
Project Management of Subconsultants								$6,825.0	$1,500.0	**$8,325**
TOTAL Design Team Fee										**$336,282.0**

RATE SCHEDULE* (2025) +

MECHANICAL AND ELECTRICAL ENGINEERING SERVICES (YEI Engineers)

1.	Principal	$299.00/hr.
2.	Project/Lead Engineer	$287.00/hr.
3.	Senior Engineer	$258.00/hr.
4.	Engineer	$239.00/hr.
5.	Design Engineer	$224.00/hr.
6.	AutoCAD/Draftsperson	$147.00/hr.
7.	Administrative Support	$ 103.00/hr.

ARCHITECTURAL SERVICES (STRATA A|P)

1.	Principal	$295.00/hr.
2.	Senior Associate	$245.00/hr.
3.	Project Manager	$210.00/hr.
4.	Project Architect	$195.00/hr.
5.	Construction Administrator	$190.00/hr.
6.	Job Captain	$175.00/hr.
7.	Intermediate Architect	$165.00/hr.
8.	Designer	$130.00/hr.
9.	Draftsman	$120.00/hr.
10.	Clerical	$95.00/hr.

STRUCTURAL ENGINEERING SERVICES (Brokaw Design)

1.	Principal	$ 250.00/hr.
2.	Senior Engineer	$223.00/hr.
3.	Junior Engineer	$120.00/hr.

* Rate Schedule includes overhead costs and profit.
+Billing rates will be adjusted annually per CPI after 2025 and thereafter.

County of Napa
Public Works Department

BUDGET SUMMARY: SOUTH CAMPUS BUILDING 4 HVAC UPGRADES PROJECT: PW 23-10 (Project 23018)						
						8/20/2025
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	$3,655,000	$0	$0	$0	0%	$0
20% Construction Contingency	$731,000	$0	$0	$0	0%	$0
Design and Engineering	$423,130	$188,303	$234,827	$86,848	37%	$147,980
Design and Engineering Contingency	$42,313	$42,313	$0	$0	0%	$0
County Project Management/Administration	$299,173	$100,000	$35,173	$51,775	0%	$16,602
Construction Management	$548,250	$0	$0	$0	0%	$0
Abatement and Special Inspections	$71,134	$50,000	$0	$0	0%	$0
TOTAL	$5,770,000	**$380,616**	$270,000	$138,622	0%	$131,378

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1540

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Frank Lucido, Engineering Manager

SUBJECT: Construction Contract Award for the "Rossi Bridge Phase 1", RDS 25-25 project.

RECOMMENDATION

Award a Construction Contract to Granite Rock Company for the "Rossi Bridge Phase 1," RDS 25-25 project (Fiscal Impact: $956,275 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary)

BACKGROUND

The crossing on Rossi Road that bridges over Conn Creek is unique in that it was originally constructed by private owners in the early 1900's by placing three iron culverts in the creek and placing soil on top which partially impounded the creek. In the late 1920's the County assumed responsibility for the road and constructed an additional concrete box culvert and headwall to allow for more capacity. In early February of 2025, a storm event caused significant damage around Napa County including the Rossi Crossing. One of the iron culverts collapsed and the concrete headwall was severely damaged.

The County Board ratified a local emergency proclamation on February 18, 2025, and approved $2,000,000 in funding for the Rossi Road Bridge Repair Project. On March 11, 2025, the Board approved a $348,447 contract with Adko Inc., who was previously selected in a request for qualifications process for storm repair projects to continue design work and environmental review. The final design and environmental documents were submitted to local, state and federal agencies, however permission to work in the creek has not been granted yet. This phase of the project will focus on constructing improvements outside of the creek prior to this coming winter which will make it possible to launch a bridge more quickly if the existing impound fails. During construction the crossing, which is the only public access to a business and 7 or 8 residences will be closed during the weekdays for several weeks. The County entered into an agreement with a private property owner to allow for limited local traffic access through their property during these closure times.

The County expects permits for Phase 2 of the project by next summer which will allow for the removal of the earthen impound, re-grading the creek and installation of the new bridge. Both phases will require

archaeological, cultural and biological monitors and special environmental surveys.

On July 22, 2025 the Board approved advertising this project and August 21, 2025 bids were opened with the results listed below:

Granite Rock Construction Company	Santa Jose, CA	$431,020
Vaca Valley Excavating & Trucking	Vacaville, CA	$568,882
Valentine Corporation	San Rafael, CA	$578,369
E.E. Gilbert Construction, Inc.	Martinez, CA	$646,267
Granite Construction Company	Ukiah, CA	$745,770

The engineer's construction estimate was $600,000. Staff recommends award to Granite Rock Company for their responsive total bid of $431,020. Construction is anticipated to commence in September of 2025 and be completed by December of 2025, weather and site conditions permitting. A 25% contingency is budgeted for any unforeseen items because of the significant potential for unforeseen during drilling.

Granite Rock Company is not a local vendor; however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Action:

Award a construction contract for the “Rossi Bridge Phase 1, RDS 25-25” project to Granite Rock Company for their low total bid of $431,020.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads CIP Project 25034
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This action is needed to ensure public and emergency access.
Is the general fund affected?	No
Future fiscal impact:	This is the first phase of the project will be completed in FY 24-25 while the second phase will be completed in FY 25-26. The site will also require funding for mitigation planting and reporting for 5 -10 more years after the completion of the second phase.

Consequences if not approved:	If this project isn't approved and the region receives moderate rain this winter, there is a good chance that the road will fail and there won't be a method to restore access until the end of next summer.
Additional Information	The County has drafted a temporary access agreement with Rodgers Vineyard which will allow limited use by the residents who live beyond the damaged section of the road. As part of the agreement, the County will repair damage to the private road in exchange for its use during construction and in case of an emergency. The estimated cost for this access/maintenance through the life of the project is roughly $50,000.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed improvements would be considered Categorically Exempt from CEQA pursuant to Section 15301 Class 1-Existing Facilities, which includes the operation and repair of existing public or private structures or facilities involving negligible or no expansion of existing of former use. The proposed improvements would also be considered Categorically Exempt pursuant to Section 15302, Class 2- Replacement or Reconstruction, which consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. A key consideration in the appropriateness of using these Categorical Exemptions is whether the project would be located on the same site, have substantially the same purpose and involves negligible or no expansion of an existing use. In terms of negligible expansion, the proposed project will generally take place within the existing facility's footprint and does not include significant expansions beyond existing conditions. The proposed project would allow repair work and improve public safety and ensure the bridge remains safe for use by the Napa County residents and visitors to the area. Therefore, it has been determined that the proposed project qualifies for both a Class 1 and Class 2 Categorical Exemption and has no reasonable possibility of having a significant effect on the environment.

Project 25034	Rossi Road Bridge Repair Phase 1 Budget, RDS 25-25					9/9/2025
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contracts	$431,020	$0	$431,020	$0	0%	$431,020
25% Construction Contingency	$107,755	$0	$107,755	$0	0%	$107,755
Design and Engineering Consultant	$174,224	$0	$174,224	$100,000	57%	$74,224
Engineering Consultant Contingency	$18,277	$0	$18,277	$0	0%	$0
Construction Management	$50,000	$0	$50,000	$0	0%	$50,000
County Project Management/Administration	$50,000	$0	$50,000	$10,000	20%	$40,000
Environmental, Geotechnical and Special Inspections	$75,000	$0	$75,000	$5,000	7%	$70,000
Emergency Stabilization, Access	$50,000	$0	$50,000	$0	0%	$50,000
Post Construction Maintenance	$0	$0	$0	$0	0%	
TOTAL	956,276	$0	956,276	115,000	12%	841,276

Project 25034	Rossi Road Bridge Repair Phase 1 and 2 Overall Budget, RDS 25-25					9/9/2025
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contracts	$1,031,020	$0	$950,000	$0	0%	$950,000
25% Construction Contingency	$257,755	$0	$190,000	$0	0%	$190,000
Design and Engineering Consultant	$348,447	$0	$348,447	$200,000	57%	$148,447
Engineering Consultant Contingency	$36,553	$0	$36,553	$0	0%	$0
Construction Management	$100,000	$0	$100,000	$0	0%	$100,000
County Project Management/Administration	$100,000	$0	$100,000	$15,000	15%	$85,000
Environmental, Geotechnical and Special Inspections	$150,000	$0	$150,000	$5,000	3%	$145,000
Emergency Stabilization, Access	$50,000	$0	$50,000	$0	0%	$50,000
Post Construction Maintenance	$75,000	$0	$75,000	$0	0%	
TOTAL	2,148,775	$0	2,000,000	220,000	11%	1,780,000

1195 THIRD STREET
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www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1547

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Daniel Basore, Engineering Supervisor

SUBJECT: Construction Contract Award and Budget Amendment for the "American Canyon Library Remodel", PW 25-09A

RECOMMENDATION

Award a Construction Contract to Pridex Construction Group, Inc. of Folsom, CA in the amount of $119,000 for the "American Canyon Library Remodel," PW 25-09A; and approve a Budget Amendment. (Fiscal Impact $178,000 Expense; Library Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The American Canyon Library opened on August 14, 2012, in the remodeled Crawford Building, a location used previously as the American Canyon City Hall. The American Canyon Library is owned by the City of American Canyon and leased by Napa County. The lease agreement obligated Napa County to maintain the interior of the building (walls, windows, doors, flooring), along with the entrance doors, plumbing and light fixtures. The City of American Canyon is responsible to maintain the exterior of the building and surrounding property.

No improvements have been made to the building since it opened in 2012 and interior maintenance is needed. The American Canyon Library Remodel will update the facility's interior furnishings, flooring, paint, bathroom, doors, and exterior, signage. The library has a separate Capital Improvement Program (CIP) Division where funds are held to be utilized when capital improvements are needed to maintain the facilities. For bidding purposes, the project was split into two separate contracts, the "American Canyon Library Remodel" PW 25-09A and the "American Canyon Library Remodel, Furniture" PW 25-09B to allow contractors to bid their scopes of interest.

On May 20, 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 July 10, 2025, bids were received and opened for the furniture portion, PW 25-09B. On July 22 the Board awarded the "American Canyon Library Remodel, Furniture" PW 25-09B Contract to the lowest responsive bidder, Trope Group, Inc., of Santa Rosa, CA, for their base bid of $173,054. The total project cost for the furniture scope, including construction, construction/project management, and construction contingency, is

$220,000.

On August 21, 2025 bids were received and opened for the general construction scope, PW 25-09A (flooring, paint, bathroom doors, and signage), bid results are attached for reference. Staff recommends awarding the "American Canyon Library Remodel" PW 25-09A contract to the lowest responsive bidder, Pridex Construction Group, Inc. of Folsom CA for their base bid of $119,000. The total project cost for the general construction scope, including construction, construction/project management, and construction contingency, is $178,000. The project will be funded by the Library Fund. Construction for both scopes is planned for December 2025/January 2026, the library will be closed during construction.

Pridex Construction Group, Inc. is not a local vendor however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Actions:

1. Award of the Construction contract for the "American Canyon Library Remodel" PW 25-09A to Pridex Construction Group, Inc. of Folsom, California, for their low base bid of $119,000 and authorization for the Chair to sign the construction contract; and
2. Approve a Budget Amendment to increase Construction Services appropriations by $178,000 (Fund 2020, Sub-Division 2020502, Project 25017, Account 52360) offset by use of Fund Balance.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To provide the library with an updated bright and fresh interior with durable finishes.
Is the general fund affected?	No
Future fiscal impact:	Routine Maintenance
Consequences if not approved:	The interior of the American Canyon Library will not be updated.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act as 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

AMERICAN CANYON LIBRARY REMODEL, PW 25-09A

Bid Opening: August 21, 2025 @ 11:30 AM

Engineer's estimate: $205,000

Contractor	Total Base Bid
Belz construction inc. Orangevale, ca	$248,000
Bridges Construction Kelseyville, ca	$178,300
FRC, Inc. Windsor, CA	$231,187
GSP Construction Rancho Cordova, CA	$187,000
Integrity Construction Sebastopol, CA	$180,704.67
Pridex Construction Group folsom, CA	$119,000
Pro Ex Construction Inc. Rancho Cordova, CA	$166,800
SDM Construction Concord, CA	$187,600
Shvets Builders, Inc. Rocklin, CA	$152,000
Solid Home Builders Roseville, CA	$144,000

American Canyon Library Remodel, PW 25-09A 9/9/25

		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	$119,000	$119,000	$0	$0	0%	$0
Construction Contingency (25%)	$29,750	$29,750	$0	$0	0%	$0
Construction Management	$29,250	$29,250	$0	$0	0%	$0
TOTAL	$178,000	$178,000	$0	$0	0%	$0

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1554

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: James Reese - Associate Engineer

SUBJECT: Approval of Plans and Specifications for the Atlas Peak Generator Replacement Project, PW 24-21

RECOMMENDATION

Approve plans and specifications and authorize advertisement for sealed bids and opening of the bids at a time and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contracting Code for the Atlas Peak Generator Replacement Project. (No Fiscal Impact)

[4/5 vote required]

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 at the facility has been exposed to high temperatures from major fire events and 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.

COAR Design Group, Inc., having been selected through an RFQ process for electrical projects, was given the task of providing project plans and specifications for this generator replacement. With the plans and specifications now complete, staff are requesting authorization to advertise the project for construction bids. Once bids are received and reviewed, staff will return to the Board with a recommendation for awarding the construction contract. The engineers estimate for this construction contract is $150,000.

Requested Action:

Approve plans and specifications and authorize advertisement for sealed bids and opening of the bids at a time and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contracting Code for the Atlas Peak Generator Replacement Project.

FISCAL IMPACT

Is there a Fiscal Impact?	No
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	Click or tap here to enter text.

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, PW 24-21						
						8/22/2025
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	$150,000	$0	$275,000	$0	0%	$275,000
10% Construction Contingency	$15,000	$0	$27,500	$0	0%	$27,500
Consultant Design and Engineering	$31,000	$0	$31,000	$18,000	0%	$13,000
Design and Engineering Contingency	$5,000	$0	$5,000	$0	0%	$5,000
Construction Management	$12,000	$0	$15,000	$0	0%	$15,000
County Project Management/Administration	$32,000	$0	$41,500	$0	0%	$41,500
Enviro Survey, Geotech and Special Inspections, Construction Phase	$5,000	$0	$5,000	$0	0%	$5,000
TOTAL	$250,000	$0	$400,000	$18,000	0%	$382,000

1195 THIRD STREET
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1569

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Estrella Munoz, Junior Engineer

SUBJECT: Project Creation and Budget Amendment for the "Animal Shelter Drainage Project", PW 25-47

RECOMMENDATION

Approve and authorize creation of Capital Improvement Project 26013 for the "Animal Shelter Drainage Project," PW 25-47 and approve a Budget Amendment. (Fiscal Impact: $125,000 Expense; Animal Shelter Fund; Not Budgeted; Discretionary)
[4/5 vote required]

BACKGROUND

The Napa County Animal Shelter is built to serve the community and its animals by providing programs and services to support Napa County residents and their pets. The Shelter serves the cities of American Canyon and Napa as well as the Town of Yountville by taking in an average of 2,300 animals a year. The facility in general functions well; however, there are drainage issues near the dog runs causing localized flooding which creates unstable areas and sanitary issues during the winter months that affect staff, volunteers, and the animals. Public Works staff inspected and videoed the existing storm drain system and identified several failures and deficiencies contributing to these issues. The Animal Shelter Drainage Project will address these issues by correcting the deficiencies and restoring proper drainage to the site.

Napa County has received authorization from the shelter partners to utilize the Animal Shelter-Operations budget to fund the project. The requested budget amendment is expected to fully fund the design and construction of the drainage improvements.

Requested Actions:

1. Approve a Budget Amendment for the following (4/5 vote required):

    a. Increase Intrafund Transfers Out appropriations by $125,000 in the Animal Shelter-Operations Budget (Fund 5040, Sub-Division 5040000, Account 57900) offset by use of its available fund balance to transfer to Project 26013 and increase to its Intrafund Transfers In revenues (Fund 5040, Sub-Division 5040500, Account 49900); and

    b. Creation of a new project for the "Animal Shelter Drainage Project", PW 25-47 (Fund 5040, Sub

-Division 5040500, Project 26013) and increase in Construction Services appropriations by $125,000 (Fund 5040, Sub-Division 5040500, Project 26013, Account 52360) offset by Intrafund Transfers In revenue from Animal Shelter-Operations Budget.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	The budget amendment is proposed from the Animal Shelter-Operations Budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Animal Shelter requires drainage improvements prior to winter to prevent flooding within the facility's yard.
Is the general fund affected?	No
Future fiscal impact:	None.
Consequences if not approved:	The Animal Shelter will continue to flood and create an unsafe working environment for the staff and volunteers and an unsanitary living environment for the animals.

ENVIRONMENTAL IMPACT

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

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1572

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Graham Wadsworth, P.E., Engineering Supervisor

SUBJECT: Approval of Amendment 2 to Purchase and Sale Agreement No. 230262B in support of the Construction of the Dry Creek Road Bridge over Dry Creek Replacement Project, RDS 15-22

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 230262B with Christopher A. Marusich and Michelle F. Del Rosario, Trustees of the Marusich Family Revocable Trust Dated May 4, 2017, to increase the maximum compensation from $177,282 to $195,282 to provide a housing accommodation during the construction of the Dry Creek Road Bridge over Dry Creek Replacement Project. (Fiscal Impact: $18,000 Expense; Roads Capital Improvement Projects Fund; Budgeted; Discretionary)

BACKGROUND

The Dry Creek Road Bridge over Dry Creek (0.8 miles west of Mt. Veeder Rd.) is over 100 years old. Caltrans identified the bridge as structurally deficient, functionally obsolete, and unstable due to scour under the north abutment. The substructure of the existing bridge has cracking and weathering of the mortar in the joints of the stone masonry abutments. The width is only 18 feet between the barriers, which does not meet the American Association of State Highway and Transportation Officials (AASHTO) standard of 11-foot minimum lanes.

AASHTO is a standards setting body which publishes specifications, test protocols, and guidelines that are used in highway design. The proposed bridge structure will consist of an approximately 80-foot-long by 32-foot-wide, single-span concrete slab bridge that would be constructed on pre-cast and pre-stressed concrete girders. The project also includes 900 feet of new roadway to remove two curves in Dry Creek Road. County staff anticipates that the contractor will build the project in four stages to minimize the disruption to traffic and this would require work in Dry Creek over two summers. On May 6, the Board awarded a construction contract to Gordon N. Ball and approved a Budget Amendment for the construction and construction management services.

During the project design, the consultant determined that the County would need to purchase right-of-way, maintenance, and temporary construction easements on the Marusich property to construct the Project. On July

18, 2023, the Board authorized the Chair to sign Purchase and Sale Agreement No. 230262B. The County paid the property owners and recorded the easements. On March 12, 2024, the Board approved and authorize a revised Temporary Construction Easement Deed with Christopher A. Marusich and Michelle F. Del Rosario. On June 17, 2025, the Board approved Amendment No. 1 to extend the duration of the temporary construction easement to April 2, 2028, and compensate the property owners with $18,282.

The construction contractor's work has created a good deal of noise and dust (despite their dust control measures) and the Marusich family requested housing accommodation to live away from the Project during earthwork operations, which could continue through October. After researching housing options and costs, the Marusich Trustees and County staff agreed to a maximum $18,000 for actual expenses. County Counsel prepared the amendment, the property owners signed the amendment, and the Director is recommending approval of the amendment.

Requested Action:

1. Approve and authorize Amendment No. 2 to Purchase and Sale Agreement No. 230262B.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The project is currently budgeted in Fund 2040, Sub- Division 2040500, Project 14009.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The amendment is required to mitigate the effects of the construction of the bridge project.
Is the general fund affected?	No
Future fiscal impact:	The Dry Creek Road Bridge Replacement Project is eligible for 100% Federal Highway Bridge Program (HBP) and Toll Credit funding; however, some expenses may not be eligible and will be paid for by the Measure T funds. The construction began in Fiscal year 2024-25 and anticipated to be completed in fiscal year 2026-27.
Consequences if not approved:	The County could be liable for damages suffered by the Trustees.

Additional Information	In Fiscal Year 2016-17, the Board budgeted $958,420 from the Roads Fund to cash flow the consultant and County staff expenses during design/engineering. Caltrans has reimbursed most of the expenses for design/engineering and right-of-way acquisitions to date. On July 13, 2021, the Board approved a $321,054 budget transfer from the Measure T fund. On December 14, 2021, the Board approved a $133,150 budget transfer from the Measure T fund. On June 7, 2022, the Board approved a $900,000 budget transfer from the Accumulated Capital Outlay (ACO). On February 28, 2023, the Board approved a $600,000 budget transfer from the ACO. On September 24, 2024, the Board approved a $175,000 budget transfer from the Capital Improvement Fund (formerly ACO). On November 12, 2024, the Board approved a $287,264 budget transfer from the Capital Improvement Fund. On May 6, the Board approved a $9,056,050 budget transfer from the Capital Improvement Fund.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. On February 1, 2022, the Board adopted a Mitigated Negative Declaration for the Project.

Grantor: Christopher A. Marusich, Trustee and Michelle F. Del Rosario, Trustee
of The Marusich Family Revocable Trust dated May 4, 2017
Project Name: Dry Creek Bridge Replacement APN: 027-330-015

AMENDMENT NO. 2
OF
NAPA COUNTY AGREEMENT NO. 230262B
PURCHASE AND SALE AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 230262B is made and entered into as of this 27th day of August, 2025, by and between **CHRISTOPHER A. MARUSICH, TRUSTEE AND MICHELLE F. DEL ROSARIO, TRUSTEE OF THE MARUSICH FAMILY REVOCABLE TRUST DATED MAY 4, 2017** (hereinafter referred to as "GRANTOR") and **NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** (hereinafter referred to as "GRANTEE"). The GRANTOR and GRANTEE may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, GRANTOR entered into Napa County Agreement No. **2302626B** with GRANTEE on July 18, 2023 (the "Agreement"), in order for the GRANTEE to purchase a permanent right of way easement, a non-exclusive permanent maintenance easement and a temporary construction easement (TCE), the interests to be conveyed being referred to hereinafter as the "the Property", from the GRANTOR for the Dry Creek Road Bridge over Dry Creek Replacement Project, RDS 15-22; and

WHEREAS, in accordance with the provisions set forth in the Agreement, the GRANTOR conveyed the Property for the purchase amount of $159,000.00, GRANTEE accepted the Property, GRANTEE paid GRANTOR and GRANTEE recorded the permanent easement and TCE deeds for the Property; and

WHEREAS, in accordance with the provisions set forth in the Agreement, the GRANTOR executed a TCE for the period ending April 1, 2025. The apportioned amount for the TCE of the $159,000.00 consideration was $7,900.00; and

WHEREAS, the GRANTOR and GRANTEE executed Amendment 1 to extend the TCE through April 2, 2028 and the GRANTEE paid GRANTOR $18,282.00 for such extension.

WHEREAS, the GRANTOR stated that there is an unreasonable amount of dust caused by the construction and requested payment for housing away from the Project, the GRANTEE is willing to pay the GRANTOR a reasonable cost to stay in a hotel or rent a house through November 1, 2025.

WHEREAS, by reason of the foregoing, it is now the desire of the parties hereto to amend said Agreement to include the additional allowance of a maximum of $18,000.00 for temporary housing through November 1, 2025.

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTEE and GRANTOR hereby amend the Agreement as

follows:

1. Paragraph 2.F is amended in its entirety to read as follows:
   2. GRANTEE shall:
   F. Pay GRANTOR the sum of **Eighteen Thousand Two Hundred Eighty -Two Dollars ($18,282.00)** for a TCE extension through April 2, 2028.
   (COMPLETED JUNE 24, 2025)

2. Paragraph 2.G is added immediately following Paragraph 2.F:
   2. GRANTEE shall:
   F. Upon receipt of documentation from GRANTOR showing actual expenses incurred for temporary housing accommodations through November 1, 2025, review and reimburse GRANTOR up to **Eighteen Thousand Dollars ($18,000.00)**. GRANTEE shall not reimburse non-housing expenses (e.g., meals, entertainment, etc.).

3. Paragraph 3.D is amended in its entirety to read as follows:
   3. GRANTOR shall:
   D. Submit to GRANTEE for acceptance and recordation an extended TCE deed, suitable for recordation, a sample attached hereto and incorporated by reference herein as Exhibit 4 conveying from GRANTOR to GRANTEE an extended TCE to the Property described in Exhibits "C" and "C-1." **(EXTENDED TCE WILL END APRIL 2, 2028)**
   (COMPLETED JUNE 3, 2025)

4. Paragraph 3.E is added immediately following Paragraph 3.D:
   3. GRANTOR shall:
   E. Submit to GRANTEE for review and reimbursement receipts showing actual expenses incurred for temporary housing accommodation through November 1, 2025. GRANTOR shall not submit non-housing expenses (e.g., meals, entertainment, etc.) for reimbursement.

5. Except as provided in Paragraphs 1 through 4 above, all other provisions of the Agreement shall remain in full force and effect as previously approved and amended.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTEE:

NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

By: _____
Anne Cottrell, Chair of the Board of Supervisors

GRANTOR:

CHRISTOPHER A. MARUSICH, TRUSTEE AND MICHELLE F. DEL ROSARIO, TRUSTEE OF THE MARUSICH FAMILY REVOCABLE TRUST DATED MAY 4, 2017

By: _____
Christopher A. Marusich, Trustee

Date: 8/27/2025

By: _____
Michelle Del Rosario, Trustee

Date: 8/27/2025

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: August 25, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

DRY CREEK ROAD BRIDGE REPLACEMENT PROJECT, RDS 15-22						
August 27, 2025						
Project 14009						
Budget Item	**Budget Item Amount**	**Board Appropriation Request Today**	**Board Appropriation to date**	**Appropriation Amount Spent to Date**	**Budget Amount % Spent to Date**	**Appropriation Amount Balance**
Construction	$6,380,821	$0	$6,380,821	$744,075	12%	$5,636,746
Construction Contingency (10%)	$633,182	$0	$633,182	$0	0%	$633,182
Design and Engineering:	$2,160,310	$0	$2,160,310	$2,008,580	93%	$151,730
Design and Engineering Contingency (5%)	$108,016	$0	$100,000	$0	0%	$100,000
Lands and Temporary Construction Easement	$750,000	$0	$750,000	$751,179	100%	($1,179)
Construction Management, Inspection, and Administration	$1,615,416	$0	$1,615,420	$215,376	13%	$1,400,044
County Project Management/Administration (PE+ROW+CE)	$351,400	$0	$351,400	$263,090	75%	$88,310
CM/CA/INSP Contingency	$178,205	$0	$178,205	$0	0%	$178,205
Permits/ Mitigation / Post Construction Maintenance/ Reporting	$461,600	$0	$461,600	$16,041	3%	$445,559
TOTAL	**$12,638,949**	**$0**	**$12,630,938**	**$3,998,341**		**$8,632,597**
Prepared by Graham Wadsworth, P.E.						

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SUITE 310
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1594

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Reimbursement Agreement with the City of Napa to award a construction contract and Budget Amendment for the "Trancas Street Paving Project", RDS 25-35.

RECOMMENDATION

Approve and authorize Agreement No. 260133B with the City of Napa to authorize the City of Napa to be the party in responsible charge of advertising and administering the construction contract for the "Trancas Street Paving Project", RDS 25-35, to provide a means for the County of Napa to reimburse the City of Napa for their design and construction inspection services and for construction costs directly related to the County's portion of work up to a maximum compensation of $1,240,000; and approve a Budget Amendment. (Fiscal Impact: $1,240,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Napa County and the City of Napa (City) are partnering on a joint project to pave Trancas Street from Jefferson Street to State Highway 121. The County's jurisdiction of Trancas Street includes the area from the Trancas Street bridge over the Napa River (east of Old Soscol Avenue) and continues eastward for 0.65± miles to either end of the "Y" intersection connected to State Highway 121. On May 22, 2025, the Board of Supervisors authorized the creation of Project 25047 for the "Trancas Street Paving Project," RDS 25-35 and appropriated a budget for the design.

The Trancas Street Paving Project was advertised by the City of Napa on August 13, 2025, and the City opened ten (10) bids on August 27, 2025. The base bid and total bid results of the three (3) apparent low bidders are listed below:

MCK Services, Inc.	Martinez, CA	$2,103,541 ($3,105,749)
Bay Cities Paving & Grading, Inc.	Concord, CA	$2,256,699 ($3,078,807)

Ghilotti Bros., Inc.	San Rafael, CA	$2,333,714 ($3,898,706)

The base bid for the City's work, and the two Additive Alternates for the County portion, make up the total bid price, which is shown in parathesis above. The Contractor (MCK Services Inc.) was selected on the basis of the base bid. The construction price for the two County alternatives is therefore $1,002,208.

The Engineer's Estimate was $4,285,000 for the combined total for the City and County's scope. The Engineer's Estimate for Bid Alternate A (pave Trancas St. from the bridge crossing the Napa River to the Silverado Trail intersection) had an Engineer's Estimate of $885,000. The Engineer's Estimate for Bid Alternate B (pave Trancas St. from the Silverado Trail intersection to State Route 121) was $510,000, for a total estimate of $1,395,000.

The three (3) lowest bids have been reviewed and are considered responsive. Construction is anticipated to commence in September 2025 and be completed by December 2025, weather permitting.

MCK Services, Inc. is not a local vendor; however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder, regardless of whether the low bidder is local or not. The City of Napa advertised this project with the local construction community by advertising the request for bids on the OpenGov procurement website.

The total project budget for the County's portion of the scope, including engineering design, construction management, project management, inspections, and construction contingency is $1,280,000. In addition to previous appropriations totaling $40,000, a budget adjustment of $1,240,000 from SB-1 Non-Operating Special Revenue Fund (SB-1) is requested to move this project forward to construction.

It is recommended that the Board approve the budget amendment and authorize the Chair to sign the Reimbursement Agreement with the City of Napa. Under this Agreement, the City of Napa will serve as the agency in responsible charge for advertising and administering the construction contract, while the County will reimburse the City for design, construction, and inspection costs affiliated with the project. Upon approval by the Board of Supervisors, the City of Napa will execute the Reimbursement Agreement on September 16, 2025 at their City Council meeting, and award the construction contract to MCK Services, Inc. for their base bid of $2,103,541 for the City's work. In addition, the City will award the two bid alternates for Napa County's work: Bid Alternate A in the amount of $618,883 and Bid Alternate B in the amount of $383,324, for a combined County construction cost of $1,002,208.

Requested Actions:

1. Approve Agreement No. 260133B with the City of Napa, for a maximum compensation of $1,240,000, for

design services, construction costs, and inspection of the Trancas Street Paving Project; and

2. Approve a Budget Amendment for the following (4/5 vote required):

a. Increase Transfers Out appropriations by $1,240,000 in the SB-1 Non-Operating Special Revenue Fund (SB-1) (Fund 2440, Sub-Division 1220052, Account 56100) offset by use of its available fund balance to be transferred to Project 25047 and increase to its Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 25047, Account 48200); and

b. Increase Construction Services appropriations by $1,240,000 in Project 25047 budget (Fund 2040, Sub-Division 2040500, Project 25047, Account 52360) offset by Transfer In revenue from SB-1.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This project improves the safety of road users and will protect the County's existing road infrastructure.
Is the general fund affected?	No
Future fiscal impact:	Construction will begin and be completed in FY 2025-26.
Consequences if not approved:	The County will not move forward with the Trancas Street Paving construction.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: 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].

CITY OF NAPA AGREEMENT NO. _____

NAPA COUNTY AGREEMENT NO. 260133B

AGREEMENT BETWEEN THE CITY OF NAPA AND NAPA COUNTY REGARDING THE TRANCAS STREET PAVING PROJECT

This Agreement ("AGREEMENT") is entered into as of the date last signed by the CITY, which is identified on the signature page as the "Effective Date" by and between Napa County, a political subdivision of the State of California ("COUNTY") and the City of Napa, a California charter city ("CITY") (each a "PARTY" and collectively, the "PARTIES").

RECITALS

A. CITY plans to construct pavement improvements, within the City of Napa's right-of-way ("CITY Assets") depicted in Exhibit "A" attached hereto and incorporated herein by reference ("Project Area") as part of a pavement rehabilitation project ("CITY PROJECT").

B. COUNTY owns roadways ("COUNTY Assets") located adjacent to the Project Area that require repair.

C. CITY has agreed to include the work required to pave the COUNTY Assets ("COUNTY Work") in the scope of work for the construction contract for the CITY PROJECT, and COUNTY has agreed to reimburse the CITY for the costs of the COUNTY Work. CITY PROJECT and COUNTY Work shall hereinafter be collectively referred to as the "PROJECT."

D. CITY and COUNTY agree to partner on the PROJECT to pave the adjacent CITY Assets and COUNTY Assets. The PROJECT benefits by reducing overall costs for project improvements and reducing disruptions to community members and roadway users.

E. The PARTIES wish to memorialize the terms and conditions of COUNTY'S agreement to reimburse CITY for costs associated with COUNTY Work.

AGREEMENT

NOW, THEREFORE, CITY and COUNTY, for the mutual consideration described herein, agree as follows:

1. **Scope of COUNTY Work.** As part of the PROJECT, the CITY shall cause its contractor to perform the COUNTY Work in accordance with the County's project-specific and standard plans and specifications and the terms of this Agreement. Notwithstanding the foregoing, the COUNTY, at its sole discretion, may elect not to have the COUNTY Work performed as part of the PROJECT if the County's Public Works Director determines that the bid item price for the COUNTY's Work provided by the lowest responsive and responsible bidder for the PROJECT is too high.

2. Design and bidding of Project(s).

A. The CITY will conduct, pay for, and be responsible for the design of and preparation of plans and specifications for the CITY PROJECT and will incorporate the COUNTY's project-specific and standard plans and specifications for the COUNTY Work.

B. The CITY will advertise all design plans and specifications for the PROJECT for bidding by contractors pursuant to all State and Local bidding requirements and Section 3(B) below.

3. Construction of the Project.

A. *Approval of Bid Documents by COUNTY*. At least seven (7) days prior to inviting bids for the PROJECT, the CITY shall provide the COUNTY's Public Works Director with a complete set of bid documents for the PROJECT for review and written approval by the Public Works Director. CITY shall include in the PROJECT bid documents specific bid items for the COUNTY Work.

B. *Procurement*. The CITY will conduct and be responsible for the procurement of all contracts associated with the construction of the PROJECT, including selecting and awarding the construction contract to the lowest responsive and responsible bidder. Prior to awarding a contract to the lowest responsive and responsible bidder for the PROJECT, the CITY shall provide to the COUNTY the bid item price for the COUNTY Work provided by the lowest responsive and responsible bidder. Within five (5) business days of COUNTY's receipt of the bid item price for the COUNTY WORK, the COUNTY's Public Works Director shall notify CITY in writing whether COUNTY elects to have the COUNTY Work included in the construction contract for the PROJECT. The CITY'S City Council maintains the authority to not award the COUNTY Work, regardless of the COUNTY'S Public Works Director's election. If COUNTY notifies CITY in writing of its election not to have the COUNTY Work included in the construction contract for the PROJECT or if the CITY'S City Council does not award the COUNTY Work, this Agreement shall terminate and the Parties shall have no further obligations hereunder.

C. *Permits*. The COUNTY will obtain and be responsible for compliance with all permitting as necessary to conduct COUNTY Work. COUNTY shall be responsible for any costs due to delay in obtaining permits or ensuring compliance with their terms.

D. *Construction Management and Inspection.* CITY shall provide construction management oversight of the PROJECT and shall comply, and cause its contractor to comply, with all requirements for the PROJECT, including but not limited to requisite signage during construction, which are incorporated by reference herein. Any proposed changes to the COUNTY Work requiring a change order to the PROJECT contract shall be approved by the COUNTY's Public Works Director in writing prior to CITY's approval of the change order. Failure of CITY to secure COUNTY's authorization in writing in advance of the contractor performing any of the extra or changed work on the County's Assets shall constitute a waiver of any and all rights to reimbursement from COUNTY for such extra or changed work. The CITY shall be responsible for construction inspection of CITY Work. The CITY will provide for construction inspection of COUNTY Work. The CITY shall notify the COUNTY in writing at least two (2) days in advance of inspections of COUNTY Work. The COUNTY shall be responsible for reviewing submittals, requests for information, issuing design clarifications, and other engineering support for the COUNTY Work. The COUNTY will review and respond in writing to such submittals and requests within 5 working days of receipt from CITY.

E. *Notice of Completion.* The CITY shall ensure that the COUNTY's Assets are fully protected in place and operational upon completion of the PROJECT. Prior to CITY accepting the work of the selected construction contractor for the PROJECT and/or filing a Notice of Completion, CITY shall allow the COUNTY fifteen (15) business days to inspect all COUNTY Work performed by the contractor. CITY shall not file a Notice of Completion for the PROJECT until the City's Public Works Director has informed the CITY in writing that it accepts the COUNTY Work performed by the CITY's contractor or the fifteen (15) day COUNTY inspection period has expired.

4. Project Cost, Payments, and Compensation.

A. *Responsibility for Cost of COUNTY Work*. The COUNTY shall be responsible for 100% of the cost of the bid items and inspection related to the COUNTY Work. Bid items for COUNTY work shall be separate from bid items for CITY work so that COUNTY Work costs may be distinguished from CITY Project costs. See the awarded construction contract Bid Schedule for the list of bid items for COUNTY work.

B. *Project Cost Paid by COUNTY*. COUNTY agrees to pay CITY for the cost of the COUNTY Work including actual costs incurred for work associated with the time spent to provide administrative, project management, and construction inspection services for which County is responsible pursuant to Section 4(A) in accordance with the terms of this Agreement. COUNTY shall not be responsible for any other bid item costs associated with the PROJECT.

C. *Payment Upon Invoice.* COUNTY shall pay the CITY within thirty (30) calendar days of COUNTY's receipt of an invoice from the CITY for COUNTY Work for which the City is responsible pursuant to Section 4(A). CITY shall present invoices no more frequently than monthly and include the construction contractor's progress pay estimate for the COUNTY Work.

5. Access to Records / Document Retention.

CITY will maintain PROJECT construction drawings and other information regarding the construction of the Project for at least seven (7) years following completion of the PROJECT. Financial records associated with the PROJECT, including payables records, receivable records, and grants receivable records, shall be maintained at least five (5) fiscal years after the transactions are recorded. COUNTY or the duly authorized representatives of the COUNTY, shall have access to any books, documents, papers, and records of CITY 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, CITY shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the COUNTY Work and all pending matters are closed, whichever is later.

6. Term of this Agreement.

The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated pursuant to Section 18; except that the obligations of the PARTIES under Sections 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 this Agreement.

7. Insurance.

The CITY shall cause its contractor to obtain and maintain in full force and effect throughout the term of this Agreement, the following insurance coverage and shall provide evidence of such

coverage to the COUNTY upon request:

A. *Workers' Compensation Insurance*. Workers' compensation insurance for the performance of any of duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation.

B. *Liability Insurance*.

(1) *General Liability*. Commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to the COUNTY's risk manager , covering liability 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 that PARTY under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) *Comprehensive Automobile Liability Insurance*. A comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with the CITY's activities under this Agreement of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence.

C. *Certificates of Coverage*. Insurance coverages referenced in 7(B), above, shall be evidenced by one or more certificates of coverage or, by other evidence of coverage acceptable to the COUNTY's Risk Manager, which shall be available upon request.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by the CITY or COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that the COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(B)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(B)(2) where the vehicles are covered by a commercial policy rather than a personal policy, the CITY shall cause its contractor to also file with the evidence of coverage an endorsement from the insurance provider naming the COUNTY, its elected and appointed officials, officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, the CITY shall cause its contractor to file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of the CITY's contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of the COUNTY shall pertain only to liability for activities of the CITY's contractor under this Agreement, and that

the insurance provided is primary coverage with respect to any insurance or self-insurance programs maintained by the COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request, the CITY shall cause its contractor to provide, or arrange for the insurer to provide, to the COUNTY within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

D. *Inclusion in Subcontracts*. CITY shall cause all contractors and subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the insurance requirements set forth in this Section 7 and the indemnification requirements set forth in Section 8A.

8. Indemnification.

A. *By COUNTY*. COUNTY, shall defend, indemnify and hold harmless CITY and the officers, agents and employees of CITY from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property (collectively, "Liability"), arising out of or connected with (1) COUNTY Work, or (2) COUNTY's performance of its obligations under this Agreement. Consistent with Civil Code Section 2782, COUNTY will not be obligated to indemnify CITY for the proportionate share of the Liability caused by the CITY's gross negligence or willful misconduct.

B. *By CITY*. CITY shall, and shall cause all contractors and subcontractors who perform work in connection with this AGREEMENT, to defend, indemnify and hold harmless COUNTY and the elected and appointed officers, agents and employees of COUNTY from any Liability arising out of or connected with (1) CITY PROJECT, or (2) any aspect of the performance by CITY or its officers, agents, or employees, of obligations required of CITY under this Agreement. Consistent with Civil Code Section 2782, CITY will not be obligated to indemnify COUNTY for the proportionate share of the Liability caused by the COUNTY's gross negligence or willful misconduct.

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, provided 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.

9. **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 CITY Project is under construction:

A. *Regular Staff Meetings*. The respective staffs of CITY and COUNTY, and their retained consultants or contractors, will meet as needed to address matters contained in this AGREEMENT.

B. *Commitment of Staff and Resources*. The PARTIES shall provide sufficient staff and/or resources to efficiently meet the goals and tasks set forth in this AGREEMENT.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

***City of Napa*:**
Public Works Director
P.O. Box 660
Napa, California 94559-0660

***Napa County*:**
Public Works Director
1195 Third Street, Suite 101
Napa, CA 94559

Changes may be made to the addresses where notices are to be delivered by giving notice pursuant to this provision.

15. **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.

16. **Amendment / Modification**. Except as specifically provided herein, this Agreement may be modified or amended only in a writing signed by both PARTIES.

17. **Recitals Adopted.** The PARTIES hereby agree to and adopt the AGREEMENT recitals as portions of this AGREEMENT.

18. **Termination.** This Agreement may be terminated by either PARTY prior to the selected contractor's commencement of the PROJECT for any reason by providing written notice to the other PARTY.

19. **Governing Law, Jurisdiction, and Venue**. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in Napa County.

20. **Counterparts**. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

21. **Signatures**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the COUNTY and the CITY.

22. **Electronic Signatures.** Each Party agrees that the 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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this AGREEMENT was executed by the PARTIES hereto as of the Effective Date written below.

COUNTY:

NAPA COUNTY, a political subdivision of the State of California

By: _____

Anne Cottrell, Chair of the Board of Supervisors

Date: _____

ATTEST:

_____
NEHA HOSKINS
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Ryan FitzGerald (e-sign)
Ryan FitzGerald, Deputy County Counsel

CITY:
CITY OF NAPA, a California charter city

By: _____
Julie Lucido, Public Works Director

Date: _____
("**Effective Date**")

COUNTERSIGNED:

_____
Erika Leahy, City Auditor

APPROVED AS TO FORM:

_____
Christopher Diaz, Interim City Attorney

EXHIBIT A – PROJECT AREA



County of Napa
Public Works Department

BUDGET SUMMARY: TRANCAS STREET PAVING PROJECT: RDS 25-35						
						8/27/2025
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	$1,300,000	$1,002,209	$0	$0	0%	$0
15% Construction Contingency	$130,000	$150,391	$0	$0	0%	$0
Design and Engineering	$25,000	$0	$25,000	$6,720	0%	$18,280
10% Design and Engineering Contingency	$2,500	$0	$2,500	$0	0%	$2,500
Construction Management	$32,500	$80,000	$0	$0	0%	$0
Environmental, Geotechnical and Special Inspections	$7,500	$7,400	$9,000	$7,888	0%	$1,112
Permits	$2,500	$0	$3,500	$0	0%	$3,500
TOTAL	$1,500,000	**$1,240,000**	$40,000	$14,608	0%	$25,392

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1598

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Mark Witsoe, Airport Manager

SUBJECT: Approve Amendment No. 1 to Agreement No. 250195B and Amendment No. 2 to Agreement No. 240127B for the Fuel Farm Improvement Project 24032, PW24-30 at the Napa County Airport

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250195B with MCK America, Inc., increasing maximum compensation from $49,278 to $107,441 for additional construction management services, approve and authorize Amendment No. 2 to Agreement No. 240127B with Roundtable Technical Resource, LLC. increasing maximum compensation from $145,000 to $234,010 for additional design services; and approve an associated Budget Amendment for Fuel Farm Improvement Project, PW 24-30. (Fiscal Impact $147,173 Expense; Airport Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Fuel Farm Improvement Project (24032), supports the bulk storage fueling facility at the Napa County Airport by providing infrastructure improvements to be used by the Airport and by both Fixed Base Operators (FBOs). Improvements to date have been mutually beneficial to the FBOs and the Airport and the project costs have been shared - 50% Airport and 50% FBOs.

The proposed amendment to Agreement No. 25019B with MCK America, Inc. will address the added work and resources for the construction change orders that were necessary to address unforeseen conditions and minor revisions to the original project improvements. In addition, the proposed amendments to the agreements with MCK America, Inc. and Roundtable Technical Resource, LLC, Agreement (Nos. 250195B and 240127B, respectively), will provide additional design and construction management services for additional fuel farm improvements that will benefit the Airport, including relocation of the Airport's bulk fuel storage tank currently located at 3030 Airport Road to the centralized fuel farm. The additional design services will include an electrical equipment study to assess the feasibility of reutilizing existing electrical infrastructure at the fuel farm to support the relocation of the Airport's fuel tank or determining whether it is more advantageous to demolish

existing infrastructure and replace it with new equipment prior to relocation of the existing storage tank. The condition and usability of the existing equipment and its associated power distribution equipment will be evaluated and, based upon the technical findings, a recommended course of action will be provided.

Requested Actions related to the "Fuel Farm Improvement Project":

1. Approve and authorize Amendment No. 1 to Agreement No. 250195B with MCK Americas, Inc. increasing maximum compensation by $58,163 for a new contract maximum of $107,441 for additional construction management services;

2. Approve and authorize Amendment No. 2 to Agreement No. 240127B with Roundtable Technical Resource, LLC. increasing maximum compensation by $89,010 for a new contract maximum of $234,010 for additional design services; and

3. Approve a Budget Amendment for the following:

a. Increase Intrafund Transfers Out appropriation by $147,173 in the Airport Operations budget (Fund 5010, Subdivision 5010000) offset by the use of its available fund balance to transfer to Project 24032 and increase to its Intrafund Transfers In revenues (Fund 5010, Subdivison 5010500, Project 24032, Account 49900);

b. Increase Consulting Services appropriation by $89,010 in Project 24032 budget (Fund 5010, Subdivision 5010500, Project 24032, Account 52310) transferred from Airport Operations; and

c. Increase Construction Services appropriation by $58,163 in Project 24032 budget (Fund 5010, Subdivision 5010500, Project 24032, Account 52360) transferred from Airport Operations.

[4/5 Vote Required]

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Additional expenses to be budgeted to current Capital Improvement Project, Subdivision 5010500, Project 24032, with funding sourced from the Airport Enterprise Fund (Fund 5010).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Added design and construction management funds to this project are needed for in-field unseen conditions, continued oversight by our Construction Management firm, and additional design to optimize movement of the Airports bulk fuel tank to the Airport Fuel Farm.
Is the general fund affected?	No
Future fiscal impact:	This project may extend into future fiscal years and will be budgeted in the Airport Enterprise CIP Fund accordingly.

Consequences if not approved:	The contractor will not be able to finish the fuel farm construction in-field design changes and the Airport will lack beneficial information related to relocation of the Airports fuel tank to the fuel farm.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Board previously considered and adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this Project, pursuant to Resolution No. 2020-120. There have been no substantial changes to the Project or new information of substantial importance within the meaning of CEQA Guidelines section 15162 that would warrant additional environmental review in connection with this action.

AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 250195B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF AGREEMENT 250195B 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 MCK Americas, Inc., whose business address is 150 Executive Park Blvd, Suite 2150, San Francisco CA 94134, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, on September 11, 2024, COUNTY and CONTRACTOR entered into Agreement 250195D (renamed "250195B") for Construction Management and Observation Services for the Fuel Farm Improvement Project at the Napa County Airport; and

WHEREAS, as a result of construction change orders issued for the Project to date, additional compensation is needed for CONTRACTOR to complete post construction services; and

WHEREAS, CONTRACTOR is willing to provide additional construction design review, project management, and observation services for additional fuel farm improvement work to be done.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend Agreement 250195B (the "Agreement") in the manner set forth below.

1. Paragraphs 2 and 3 of the Agreement shall be amended to read in full as follows:

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

3. **Compensation.**
(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised services, COUNTY shall pay CONTRACTOR at the rates set forth as follows:
(i) For the services set forth in Exhibit "A," CONTRACTOR shall be paid at the rates set forth in Exhibit "B" up to a maximum of Fifty-Nine Thousand, Five Hundred Dollars ($59,500.00).
(ii) For the services set forth in Exhibit "A-1," CONTRACTOR shall be paid at the rates set forth in Exhibit "B-1" attached hereto and incorporated herein by

reference up to a maximum of Thirty-Seven Thousand Nine Hundred Forty-One Dollars ($37,941.00).

(iii) In consideration of CONTRACTOR'S fulfillment of separate task orders approved in advance in writing by the Airport Manager related to other elements of the Fuel Farm Improvement Project, COUNTY shall pay CONTRACTOR those hourly rates identified in Exhibit "B-1" with total amounts not to exceed any identified task order maximums up to a maximum of Ten Thousand Dollars ($10,000).

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY for those items outlined within Exhibit "A" and Exhibit "A-1", at the rates and/or in accordance with the provisions set forth in Exhibit "B" and Exhibit "B-1".

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be One Hundred and Seven Thousand, Four Hundred and Forty-One Dollars ($107,441.00); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

2. Exhibits "A-1" and "B-1" referred to in this Amendment's paragraph 1 are attached to this Amendment and shall become part of the Agreement.

3. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

4. All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 of Napa County Agreement No. 250195B as of the date first above written.

MCK AMERICAS, INC.

By Nate Gavzy Digitally signed by Nate Gavzy DN: C=US, E=ngavzy@mckinc.net, O="MCK Americas, Inc.", CN=Nate Gavzy Date: 2025.07.30 14:27:57-07'00'

NATHAN GAVZY, Executive Vice President

By Brendan McDevitt

BRENDEN MCDEVITT, President & CEO

"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	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Sabrina S. Wolfson County Counsel	Date: _____ Processed By:	By:_____
Date: 7/29/2025	_____ Deputy Clerk of the Board	

Exhibit "A-1" Scope of Work

Napa County

NAPA COUNTY AIRPORT

Construction Management & Observation Scope of Services Change Order No. 01

for

Design Build Infrastructure Improvement Project at the Napa County Airport Fuel Farm Location

County Project No. PW 24-30

June 2025

PROJECT DESCRIPTION

Napa County (COUNTY) is constructing Project PW 24-30, Napa County Airport Design Build Infrastructure Improvement Project at the Napa County Airport Fuel Farm Location (Project). The Project has been designed under a separate Contract. This Contract / Scope of Services is for construction support including administration, observation, and inspection services for the construction work on the subject-Project.

Roundtable Technical Resource (Roundtable) has been tasked with developing a scope of work to relocate and commission the jet fuel tank at 3030 Airport Road into the location vacated by Atlantic Aviation. Napa County will seek proposals for the work from American Environmental Aviation and others. The relocated bulk fuel storage tank will get its electrical service from the new meters established in the prior phase work of recently completed.

MCK AMERICAS, INC. (CONSULTANT) WILL EXERCISE SOUND JUDGMENT, GUIDED BY CONSULTATION WITH THE COUNTY, IN DETERMINING THE BALANCE BETWEEN THE NEEDS OF THE COUNTY, THE ROUNDTABLE DESIGN STANDARDS, THE QUALITY OF CONSTRUCTION, AND THE COUNTY FUNDS AVAILABLE TO ACHIEVE CONSTRUCTION OF THE PROJECT.

UPON RECEIPT OF EXECUTED AMENDMENT AND NOTICE TO PROCEED FROM THE COUNTY, CONSULTANT WILL ASSIST THE COUNTY IN ESTABLISHING THE GENERAL PROTOCOL FOR THE PROJECT AND PERFORM THE PROFESSIONAL SERVICES NECESSARY TO COMPLETE THE PROJECT, AS DESCRIBED IN THIS SCOPE OF SERVICES.

The CONSULTANT team will consist of the following staff:

1) **Nate Gavzy**

2) **Robert Cassara**

DURATION: THE PROJECT DURATION IS APPROXIMATELY 12 WEEKS:

Exhibit "A-1" Scope of Work

SUMMARY OF SCOPE OF SERVICES

The following summarizes the phases of work for this Scope of Services:

Phase 1 – Development Design Review and Procurement Assistance

Phase 2 – Project Management

Phase 3 – Construction Administration Services

Phase 4 – Construction Contract Management

Phase 5 – Constriction Observation / Inspection

Phase 6 - Post Construction Services

The services to be provided by CONSULTANT under each of these phases and the associated tasks are described as follows:

Phase 1 – Development Design Review and Procurement Assistance

Task 1.1 Civil Design Review
The CONSULTANT will use correspondence and administration services to review and advise the COUNTY on the chosen civil design provided by Roundtable. Such aspects will include suitability to existing conditions, constructability, and construction schedule risk relative to contractor procurement.

Task 1.2 Electrical Design Review
The CONSULTANT will use correspondence and administration services to review and advise the County on the chosen electrical design provided by Roundtable. Such aspects will include suitability to existing conditions, constructability, completeness, and construction schedule risk relative to contractor procurement.

Task 1.3 Procurement Assistance
The CONSULTANT will use correspondence and staff services to assist the County in sourcing a suitable contractor for construction. The County will be most likely utilizing the OpenGov procurement system. The likely engagement will be reviewing responses to RFIs during the bidding period.

Phase 2 - Project Management

Project management is a set of interrelated actions and processes performed by the CONSULTANT to identify, assemble, and employ appropriate resources to accomplish the Scope of Services.
The CONSULTANT will use correspondence and administration services to accomplish project management, which is expected to include: development of Scope of Services, fee estimate, schedule, and agreement (for subconsultant staff as well); assignment of appropriate staff and resources; monitoring of scope, budget, and schedule to determine status, action, and effort; invoicing and reporting (expected monthly).

A Project Manager (PM) will be assigned to the Project and will be responsible for the overall administration and review of construction progress. Work will be performed under the supervision of the PM, with the assistance of office-based engineering staff supporting the PM as appropriate, in addition to Construction Observation (CO) staff and subconsultant staff.
The CONSULTANT will contract with subconsultants as necessary for the Project work, and establish a preliminary schedule for their activities, arrange for airport badges, and discuss site access.

Phase 3 – Construction Administration Services

Task 3.1 - Review Material Submittals for Compliance

CONSULTANT will review Contractor-submitted material cut sheets, mix designs, shop drawings, and certificates for compliance with design concepts. It is expected that up to 27 submittals will be reviewed. The budget assumes half of the submittals will require resubmittal. The costs for resubmittals, in excess of two (2) submittals, will be the responsibility of the Contractor as stated in the Bid Documents.

Task 3.2 - Prepare Project Files

The CONSULTANT will verify that the construction contracts are in order, the Contractor has met the Disadvantaged Business Enterprise (DBE) goals (if applicable) or made a good-faith effort towards meeting the goals, and that the Contractor has provided proof of insurance and the required bonds. Project documentation will be prepared on CONSULTANT standard forms or COUNTY-provided forms. Documentation will include submittal review forms, daily reports, weekly FAA reports, weekly calendar day reports, RFIs, RFCPs, field directives, contract change orders, non-compliance notices, and applications for payment. Contractor will be provided with electronic copies of the bid documents. The CONSULTANT will prepare project files for use during the Project.

Phase 4 – Construction Administration Services

Task 4.1 - Construction Administration

The CONSULTANT agrees to provide Construction Administration Services required for the execution of the contracted work as detailed below.
The PM will provide the following services:

1) Interpretation of plans and specifications.
2) Check construction activities to obtain compliance with plans and specifications.
3) Review and provide comments on Project compliance issues for quality control testing performed by the Contractor.
4) Supervise and coordinate subconsultant contracts for field inspection and testing.
5) Verify that testing required by the specifications is performed, and review materials reports prepared in accordance with the Construction Management Plan.

Task 4.2 - Requests for Information (RFIs) and Change Orders

The CONSULTANT will prepare written responses to Contractor RFIs to clarify design intent. The CONSULTANT will also prepare change orders, which typically include a cost estimate, cost/price analysis, and preparation and/or negotiation of necessary interpretations and clarifications, additions and deletions to change orders, and supplemental agreements, as required. Change orders will be submitted to the COUNTY and Contractor for review and signature, and signed change orders will be submitted to the FAA. Change orders that require new design elements are not included in this scope of services. Up to fifteen (15) RFIs and up to five (5) change orders are anticipated for the Project.

Task 4.3 - Agency Coordination – NIC

Due to the nature of the work, coordination with various County departments is not anticipated.

Task 4.4 - Site Visits During Construction

The PM will make periodic site visits (up to 12 anticipated) to review Project progress, monitor construction activities, and attend progress meetings from the beginning of the Mobilization Element through substantial completion of the Construction Element. An Engineer II will accompany the PM on site visits (up to 12 anticipated).

Task 4.5 - Applications for Payment

The CONSULTANT will review progress billings submitted by the Contractor, prepare applications for payment using CONSULTANT standard forms, and submit them to the COUNTY for processing. An explanation of the variation between the contract and pay quantities (if any) will be provided. Up to five (5) applications for payment are anticipated.

Phase 5 – Construction Observation

TASK 5.1 CONSTRUCTION OBSERVATION

This task will include construction observation, and on-site construction administration for the duration of the Project.

Construction Observation services will include (as applicable), but are not limited to, the following:

1) Review and check layout and surveys conducted by the Contractor in accordance with the plans and specifications.
2) Check construction activities for compliance with plans and specifications.
3) Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.
4) Evaluate the Contractor's suggestions on drawings or specifications modifications and report those suggestions to the COUNTY.
5) Acquire field measurements.
6) Document and reject any work or materials not in compliance with plans and specifications.
7) Monitor the Contractor's compliance with the Construction Safety and Phasing Plan and immediately bring any non-compliance issues to the attention of the Contractor and the COUNTY.
8) Attend daily safety tailgate meetings run by the Contractor prior to beginning work each day.
9) Monitor Contractor's compliance with the Contractor's Quality Control Program.
10) Establish and conduct weekly construction progress meetings with the Contractor to discuss work progress and pertinent construction issues such as schedules, pavement closures, quality acceptance testing coordination, secured area access, and the need for traffic control or gate guards.
11) The CO will assist in preparing weekly calendar-day and FAA progress reports as needed.
12) The CO will assist in preparing change orders as needed.
13) The CO will assist in preparing applications for payment as needed. Throughout construction, the CO will check quantities as work is performed and communicate with the Contractor to establish quantities that will be included in monthly progress billings.
14) Review the required schedules, guarantees, bonds, inspection certificates, tests, approvals, etc. receive from Contractor.
15) Conduct an inspection to determine if the work is completed and ready for final acceptance. After consultation with the COUNTY, the CONSULTANT will furnish the Contractor with a list of items that were observed and require completion or correction, prior to final acceptance.
16) Quality Acceptance Reports – Electronic files to COUNTY and Contractor.

Phase 6 – Post Construction Services

Task 6.1 - Final Inspection and Documentation

Final Inspection

CONSULTANT will schedule and conduct a final inspection with the COUNTY and Contractor to determine whether the Project has reached substantial completion and verify that the work is in accordance with the plans and specifications. The CONSULTANT will document items found to be deficient and will provide the Contractor a list of those items. CONSULTANT team for final inspection will include the PM and the CO.

Final Punch List

CONSULTANT will prepare a punch list correspondence to include the deficient items discovered during final inspection and will forward the correspondence to the Contractor. It will state the items in need of correction and will request a schedule for completion. The CONSULTANT will send a copy to the COUNTY and may include a copy in the Final Construction Report. Construction observation for remedy of punch list items is assumed within the days allotted in Task 4.1

Final Construction Certification

Once all of the punch list items have been completed to the satisfaction of the COUNTY and FAA, the CONSULTANT will prepare a Sponsor Certification of Final Construction Acceptance for the Project, to be signed off by the COUNTY. This certification will also be included in the Final Construction Report.

Task 6.2 - Record Drawings and Equipment Manuals

Record Drawings

The CONSULTANT, Contractor, and any subcontractors (Project Team) will collaboratively assemble the Project Record Drawings. The Record Drawings will detail field constructed conditions included as part of this Project and will include any field surveying required to compute final quantities. Any Drawings will become record information. The CONSULTANT will provide the COUNTY with a set of reproducible Record Drawings in both digital and hardcopy format.

Equipment Manuals – NIC

This Project will not include equipment operation manuals.

Phase 6 Deliverables

1) Final inspection letter – Electronic file.
2) Final Construction Report – Electronic file.
3) Record Drawings – Reproducible hardcopy and electronic files.
4) Draft and Final APMS Report – Electronic file.

RESPONSIBILITIES OF COUNTY

This Scope of Services and compensation are based on the COUNTY performing or providing the following:

1) Guarantee access to and make all provisions for the CONSULTANT to enter upon public land as required for the CONSULTANT to perform his work under this Agreement.

2) Examine all documents requested by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.

SERVICES NOT INCLUDED

The following tasks / items are not included in this scope of services. If the COUNTY requests that they be provided, an amendment will be prepared adding the services and associated fees:

1) Contract change orders beyond the scope of the awarded contract (more than five (5)).

2) Extensions of construction time beyond the awarded contract timeframes.

3) Filing of Notice of Completion with Napa County Recorder's Office.

SCHEDULE OF COMPLETION

The CONSULTANT will complete the work called for on a schedule submitted by the Contractor and approved by the COUNTY.

The CONSULTANT will complete the work called for under Phase 8 within 30 working days of the receipt of a copy of the Notice of Completion filed by the COUNTY.

Exhibit "B-1" Rates

MCK

Napa County Airport - Fuel Farm Improvement Project

PW24-30 Proposed Staffing Plan CM & Inspection

Task/Position	Person	Firm	2025 Direct Rate	OH	Profit / Fee	2025 Fully Burdened Rate	Total Hours	Project Cost	2025						2026			
									7	8	9	10	11	12	1	2	3	4
							144.0	37,940.3	0.10	0.50	0.60	-	-	-	-	-	-	-
CONSTRUCTION PHASE							**48.0**	**$ 12,853.28**	**0.10**	**0.10**	**0.10**	-	-	-	-	-	-	-
Construction Manager	Nate Gavzy	MCK	$ 93.60	120%	10%	$ 235.57	48.0	$ 10,454.40	0.10	0.10	0.10							
General Civil Inspector	Robert Cassara	MCK	$ 72.80	120%	10%	$ 162.16	16.0	$ 2,398.88			0.10							
PROJECT CONSTRUCTION CLOSEOUT PHASE TASKS - PROJECT CLOSEOUT (Final Inspections & Punchlist)							**64.0**	**$ 11.457.60**	-	**0.20**	**0.20**	-	-	-	-	-	-	-
Construction Manager	Nate Gavzy	MCK	$ 93.60	120%	10%	$ 235.57	32.0	$ 6,659.84	-	0.10	0.10							
General Civil Inspector	Robert Cassara	MCK	$ 72.80	120%	10%	$ 162.16	32.0	$ 4,797.76		0.10	0.10							
PROJECT CLOSEOUT PHASE TASKS - PROJECT CLOSEOUT							**32.0**	**$ 13.629.44**	-	**0.10**	**0.10**	-	-	-	-	-	-	-
Construction Manager	Nate Gavzy	MCK	$ 93.60	120%	10%	$ 235.57	32.0	$ 6,969.60		0.10	0.10							
General Civil Inspector	Robert Cassara	MCK	$ 72.80	120%	10%	$ 162.16	32.0	$ 6,659.84		0.10	0.10							
ALLOWANCES								$ -										

Total Proposed T&M Budget **$ 37,940.32**

*Direct rates have been escalated 4% per year

Assumes 8 week working schedule

Assumes shared trailer/work space

Rates include mileage, computers, phone, standard equipment

Fuel Farm Improvement Project, PW 24-30
CIP# 24032

8/6/25

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
Design	$227,367	$89,010	$138,357	$86,688	63%	$51,670
Construction	$543,897		$543,897	$178,704	33%	$365,193
Construction Contingency 10%	$77,200		$77,200	$77,200	100%	$0
Construction Management	$123,163	$58,163	$65,000	$47,046	72%	$17,954
Construction Admin	$20,000		$20,000	$20,000	100%	$0
E&A	$63,000		$63,000	$37,757	60%	$25,243
Total Project	**$1,054,627**	**$147,173**	**$907,454**	**$447,395**	**49%**	**$460,059**
Total Project Cost	$1,054,627				0%	
FBO's Reimbursement	$450,000				0%	
Airport Final Share w/ FBO reimbursment and 10% contingency	$604,627				0%	

AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 240127B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF AGREEMENT 240127B is made and entered into as of this _____day of September, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Roundtable Technical Resource, LLC, a Colorado limited liability company, whose mailing address is 2155 Reliable Circle, Colorado Springs, CO 80906, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on or about August 8, 2024, COUNTY and CONTRACTOR entered into Agreement No. 240127C for service and maintenance of the electrical systems located at the Napa County Airport; and

WHEREAS, on July 9, 2024, COUNTY and CONTRACTOR entered into Amendment 1 of Agreement 240127C, which at that time was renamed Agreement No. 240127B, for Design Engineering Services for the Fuel Farm Improvement Project at the Napa County Airport; and

WHEREAS, COUNTY wishes to obtain and CONTRACTOR wishes to provide additional services for the Fuel Farm Improvement Project to evaluate the condition and usability of an existing electrical shed at the Fuel Farm and to prepare design drawings, details and calculations for the relocation of an existing fuel tank to the Fuel Farm.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend Agreement 240127B (the "Agreement") in the manner set forth below.

1. Paragraphs 2 and 3 of the Agreement shall be amended in full to read as follows:

2. **Scope of Services.**
CONTRACTOR shall provide COUNTY those services set forth in set forth in Exhibit "A", "A-1", and "A-2", attached hereto and incorporated herein.

3. **Compensation.**
(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised services, COUNTY shall pay CONTRACTOR at the rates set forth as follows:
(i) For the services set forth in Exhibit "A," CONTRACTOR shall be paid at the rates set forth in Exhibit "B", not to exceed THIRTY-EIGHT THOUSAND FOUR-HUNDRED SIXTY DOLLARS ($38,460) for the work described in Exhibit

"A" and ELEVEN THOUSAND FIVE HUNDRED FORTY DOLLARS ($11,540) for any separately requested task orders.

(ii) For the services set forth in Exhibit "A-1," CONTRACTOR shall be paid at the rates set forth in Exhibit "B-1," not to exceed NINETY-FIVE THOUSAND DOLLARS ($95,000) for the work described in Exhibit "A-1."

(iii) For the services set forth in Exhibit "A-2," CONTRACTOR shall be paid the rates set forth in Exhibit "B-2," not to exceed SIXTY-SEVEN THOUSAND NINE HUNDRED NINETY DOLLARS ($67,990) for the work described in Exhibit "A-2" and TWENTY-ONE THOUSAND TWENTY DOLLARS ($21,020) for any separately requested task orders.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of TWO HUNDRED THIRTY-FOUR THOUSAND TEN DOLLARS ($234,010); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

2. Exhibits "A-2" and "B-2" referred to in this Amendment's paragraph 1 are attached to this Amendment and shall become part of the Agreement.

3. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

4. All other terms and conditions of this Agreement and amendments thereto, except as amended herein, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 of Napa County Agreement No. 240127B as of the date first above written.

ROUNDTABLE TECHNICAL RESOURCE, LLC.

By_____
Alex Nomikos, Engineering Manager

By_____
Brian E. Lewis, President

"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: July 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: _____,

ROUNDTABLE™ TECHNICAL RESOURCES

Colorado Springs Office
2155 Reliable Circle
Colorado Springs, CO 80906
Phone: (801) 541-6685
Fax: (800)660-6724
engineering@rtesglobal.com

Central Florida Office
1460 Breezy Way
Spring Hill, FL 34608
Phone: (352) 684-7275
Fax: (800)660-6724
Alex.nomikos@rtesglobal.com

August 6, 2025

Mr. Mark Witsoe A.A.E. / CAE – Airport
Manager Napa County Airport (APC)
2000 Airport Road
Napa, CA 94558

Re: Proposal for engineering services:
Proposal for Electrical Shed Power Distribution Equipment
Study & Relocation of 12,000 gallon AST (Tank 3030)
@ Napa County Airport (APC)

Dear Mr. Witsoe:

Further to recent emails and telephone discussions, please accept our proposal for the above referenced power distribution equipment study of the equipment and installations in the existing shed, and relocation of an existing 12,000 gallon AST from it's current location on airport to the existing fueling facility being vacated by Atlantic Aviation at the Napa County Airport (APC) in Napa County, Napa, California.

Background:

Electrical Study:
The Napa County Airport (hereafter referred to as "APC") has initiated the installation of a new 600 Amp, 480 Volt, 3 Phase electrical service to enhance power distribution for the new bulk fuel farm facilities currently under construction. While this new service is under construction, the airport has identified an opportunity to repurpose or remove an existing dilapidated electrical shed and associated electrical equipment, for the purposes of supporting the relocation of an existing 12,000 gallon Jet-A AST to the center area of the existing fueling facility being vacated by Atlantic Aviation. The intent of this study will be to assess the feasibility of reutilizing the existing electrical infrastructure within the shed or determining whether it is more advantageous to demolish and replace it with new equipment.

The primary purpose of this study will be to evaluate the condition and usability of the existing electrical shed and its associated power distribution equipment. The study will focus on the following:

- Assessing the condition and functionality of the existing power distribution equipment, including power panels, motor starters, control panels, and fuel management systems.
- Determining whether the existing electrical components can be safely and efficiently modified to accommodate the relocated Jet-A fuel tank.
- Identifying any potential code compliance, safety, or operational issues associated with reusing the equipment.
- Evaluating the cost-effectiveness of reutilization versus full demolition and replacement.
- Providing a recommended course of action based on technical findings.

Tank Relocation:
APC has requested design drawings, details and calculations for the relocation of an existing 12,000 gallon Double Walled Steel, UL-142 horizontal AST (Tank 3030) from its current location adjacent to Sky Service's existing facility on airport to the existing fueling facility which will be abandoned by Atlantic Aviation upon completion of the new bulk fueling facilities which are currently under construction. Roundtable Technical Resources, LLC (hereafter referred to as "RTTR") is familiar with the tank intended to be relocated as it was inspected and cataloged at the request of APC staff during a previous inspection performed in 2023.

Supplied Data & Assumptions:

The intent of this proposal is to provide engineering, inspection phase services as noted above to ensure that the anticipated multi-tenant bulk fueling facility the airport authority is envisioning will be possible, and to gauge the efforts required to bring the existing facility into conformance with current mechanical and fire code requirements, and to ensure that the site will be a candidate for the upgraded/new electrical service which we believe will be required to support this new facility and the 2 adjacent bulk fueling facilities being proposed at this time and in the near future.

For the purposes of this proposal, it is assumed that;

1. The existing 12,000 gallon AST (Tank 3030) intended for relocation is currently being used for storage of Jet-A fuel, and has an epoxy lined interior appropriate for storage of Jet-A.
2. Airport maintenance staff will be available to discuss electrical services and the potential impact of the electrical upgrades being considered in this and other future projects on airport.
3. The facility operator and or owner of the existing fuel tank to be relocated to the site being abandoned by Atlantic aviation will provide any air quality permitting

information they have for our research and preparation of new air quality filings with BAAQMD (Bay Area Air Quality Management District) if requested to do so by the airport authority. Efforts to do so have been provided as a line item in the fee section of this proposal.

4. For the purposes of this proposal, it is assumed that no permitting will be required for the upgrades and installations noted herein. In the instance that permitting is required, we have prepared an additional services line item for the permitting of the upgrades and installations defined herein.

5. For the purposes of this proposal, it is assumed that the fling of an FAA 7460-1 (Notice of Proposed Construction or Alteration) will not be required based on the fact that the relocated tank will be installed under an existing canopy and will not present any additional obstruction(s) beyond what currently exists.

6. For the purposes of this proposal, it is assumed that the construction phase oversight included in the Engineer's scope of work will be performed remotely and if any on-site data collection is required, pictures and if required, video, can and will be provided for RTTR's use in evaluation and design.

Engineer's Scope of Work:

Electrical Scope Validation and Technical Reporting

In lieu of conducting a full electrical study, RTTR will utilize existing information obtained from previously conducted physical inspections to validate that the electrical scope of work outlined below is feasible and can be performed. A high-level technical report will be provided, summarizing the proposed installation scope and identifying the necessary actions to determine which existing equipment may be reused or must be replaced to meet the electrical needs of the tank relocation project. Upon approval of the proposed electrical scope, RTTR will proceed with the development of detailed technical electrical plans and prints for the renovation of the electrical shed and the relocation of the 12,000-gallon Jet-A AST.

Updated Electrical Scope – Electrical Shed and Tank Relocation:

The technical scope for the electrical shed will now consist of the following tasks:

- Provide and install one (1) new Tank Monitoring System with cloud-based reporting capabilities.
- Provide updated or refurbished outfall valve electrical controls.
- Investigate QT Pod credit card reader options and integration feasibility.
- Provide design for the replacement of existing conduits running from the existing electrical shed to the existing fuel farm. New conduit design will include design of required trenching, back fill and pavement restoration details.
- Provide solid options for either the demolition and replacement of the dilapidated electrical equipment shed or its reuse through appropriate

renovation.

- Investigate and provide plans for the reuse of the existing generator and manual transfer switch.

Deliverables (Electrical):

1. A high-level technical report outlining the installation scope and feasibility, identifying actions required to reuse or replace electrical shed equipment.
2. Upon APC's approval of the technical electrical scope, RTTR will prepare and provide full technical electrical plans and prints for:
    - Electrical shed renovations.
    - Relocation of the 12,000-gallon Jet-A AST.
    - New Electrical conduits and associated trenching + pavement repair details (from existing fuel farm area to location of existing electrical shed).

Deliverables (Tank Relocation & Associated Upgrades):

The following will be prepared and provided to APC for the purpose of relocating the existing 12,000 gallon Jet-A storage tank noted above;

1. RTTR Shall provide preliminary fuel farm layout and system schematic plans for the Jet- A fueling system to APC, for concept review and approval (electronic submittal).
2. Upon conceptual approval of the Jet-A system from APC, RTTR shall prepare full construction documents for the purpose of constructing the proposed upgrades and installations.
3. RTTR Shall address any and all comments related to the Jet-A system from APC until approval is received.
4. RTTR shall prepare and provide technical specifications for the proposed Jet-A fueling system in the form of shop drawings and mfg spec/cut sheets to be included in the plans prepared for approval by APC.
5. RTTR shall prepare and provide P.E. certified structural details, and P.E. certified structural calculations in support of the structural upgrades required at the existing fuel farm location to support the saddle style tank being relocated.
6. RTTR shall provide required PE sealed drawings and calculations related to the Jet-A Tank Relocation as required.
7. RTTR shall provide direction and details for the removal of the existing transformer slab located next to the existing electrical shed.

Bid Phase Support:

Upon acceptance of the design by APC staff, RTTR will provide Bid phase support providing the services noted below;

1. It is understood that the bid procurement process will be initiated in conformance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA) process. As such, for the purposes of this proposal, it is assumed that all front-end bid documents and bid coordination will be prepared and managed by County or APC staff, with all drawings, details, and technical specifications provided by RTTR being uploaded to the OpenGov procurement system for release to bidding contractors.
2. RTTR will provide Bid phase RFI review and response services providing clarifications and or design updates in response to bid contractor's RFIs.
3. RTTR will provide bid review services and provide written notes, and recommendations regarding the various bids received for the proposed work. For the purposes of this proposal, it is assumed that no more than 5 bid packages will require review. If more than 5 bid packages require review, the time and effort to do so would be considered out of scope and would need to be agreed upon under separate cover.
4. Upon completion of bid review RTTR shall prepare a brief written narrative of bid deficiencies (if relevant) and bid recommendations for County and APC staff to consider when making their selection.

Remote Construction Phase Oversight:

RTTR will provide construction phase oversight as a remote function providing the services noted below;

5. RTTR Shall review and respond to all contractor's product review submittals related to the engineered design work noted herein. Product review submittals will be reviewed and responded to in a timely manner with a maximum turnaround around time of 4 working days.
6. RTTR shall review and respond to Contractor Requests For Information (RFIs), with a maximum turnaround around time of 4 working days.
7. For the purposes of this proposal, it is assumed that the construction phase of this project including all the scope items noted herein will be completed in no more than 3 months from the date of construction initiation.

As-Built Preparation & P.E. Certification:

Upon completion of construction, RTTR will prepare As-Built record plans based on redlines of the proposed plans prepared by the contractor and/or their sub-contractors. All As-Built record plans will be P.E. Certified by our Professional Engineer licensed and registered with the state of California.

Summary:

The Electrical study defined herein will provide Napa APC Airport with the necessary information to make an informed decision regarding the best approach for the existing electrical shed. The findings will ensure that the new fuel farm development is supported by a safe, reliable, and cost-effective electrical solution that meets

operational needs and regulatory requirements.

Engineering Fees:

Engineering services will be invoiced per the attached rate sheet up to the not to exceed limits for each task as defined in the contract Fee breakdown table below. All invoicing is payable net 30 days from date of invoice. See attached hourly breakdown for rates and anticipated hours.

Main Contract Fee Breakdown	
Electrical Shed Power Distribution Equipment Study	[redacted]
Tank Relocation – Mechanical Design	[redacted]
Tank Relocation – Electrical Design	[redacted]
Tank Relocation – Structural Design	[redacted]
Civil - Pavement repair and trenching Design	[redacted]
Review with Airport Authority and Address comments or concerns	[redacted]
Bid Phase Support	[redacted]
Remote Construction Phase Oversight	[redacted]
As-Built Record Drawing Preparation and P.E. Certification	[redacted]

Additional Services *(If Required or Requested)*	
SPCC Preparation & Certification	[redacted]
* Canopy Clean up and Painting Details and Specifications	[redacted]

** RTTR shall prepare details, direction, and specifications for the cleanup and repainting of the existing canopy. These details and specifications for the recommended products being proposed will be provided in the form of engineered details, pictures of the existing facility, and manufacturer's specifications to be included in the proposed plans referenced herein.*

Out of Scope Work:

Any engineering or inspection work not included in the project Scope of Work herein and caused by conditions currently unknown to RTTR will be considered out-of-scope work. Such services, if requested by APC would be quoted on a time and material basis as per the attached rate sheet. Out of Scope work will be performed only upon written approval from APC.

Sincerely,

Alex Nomikos – Engineering Manager
Roundtable Technical Resources, LLC

Exhibit "B-2" Rates

RTTR-APC Elect Study & AST Relocation Hourly Breakdown_08/06/2025										
ROUNDTABLE TECHNICAL RESOURCES	Principal Engineer (PE)	Design mgr Senior Mechanical	Senior Civil	Senior Processing	Senior Structural	Senior Electrical	Senior CAD Designer	CAD Drafting	Admin (AR/AP)	Sub-Totals By Scope Item
Billing Rate	$250.00	$200.00	$200.00	$180.00	$200.00	$200.00	$140.00	$100.00	$85.00	
Electrical Shed Power Distribution Equipment Study						28.00		6.00		**$6,200.00**
Tank Relocation - Mechanical Design	6.00	8.00					12.00			**$4,780.00**
Tank Relocation - Electrical Design	6.00					54.00	2.00	16.00		**$14,180.00**
Tank Relocation - Structural Design	6.00				16.00		12.00			**$6,380.00**
Civil - Pavement repair and trenching	2.00		6.00				4.00			**$2,260.00**
Review with Airport Authority (APC)		2.00				2.00	2.00			**$1,080.00**
Adresss APC Concerns or Comments		4.00			2.00	4.00	4.00	4.00		**$2,960.00**
Bid Phase Support (Review & Respond to RFIs + Provide Design Clarifications)		16.00			20.00		6.00		8.00	**$8,720.00**
Bid Phase Support (Review Bids and Prepare Notes and Narrative of Recommendations) - Up to 5 Bids		20.00			20.00				2.00	**$8,170.00**
Remote Construction Phase Oversight		8.00	6.00		6.00	16.00	8.00	6.00		**$8,920.00**
As-Built Record Drawings preperation and P.E. Certification	6.00	4.00			2.00	2.00	6.00	4.00		**$4,340.00**
Sub-Totals by Discipline:	**$6,500.00**	**$12,400.00**	**$2,400.00**	**$0.00**	**$13,200.00**	**$21,200.00**	**$7,840.00**	**$3,600.00**	**$850.00**	**$67,990.00**

Additonal Services (If Requested)										
ROUNDTABLE TECHNICAL RESOURCES	Principal Engineer (PE)	Design Mgr Senior Mechanical	Senior Civil	Senior Processing	Senior Structural	Senior Electrical	Senior CAD Designer	CAD Drafting	Admin (AR/AP)	Sub-Totals By Scope Item
SPCC Preparation and Certification	6.00	16.00					6.00			**$5,540.00**
Canopy Clean up and Painting Details and Specifications	2.00	12.00				10.00	8.00			**$6,020.00**

ROUNDTABLE™ TECHNICAL RESOURCES

Colorado Springs Office
2155 Reliable Circle
Colorado Springs, CO 80906
Phone: (801) 541-6685
Fax: (800)660-6724
engineering@rtesglobal.com

Central Florida Office
1460 Breezy Way
Spring Hill, FL 34608
Phone: (352) 684-7275
Fax: (800)660-6724
Alex.nomikos@rtesglobal.com

Roundtable Technical Resources
2025 fee schedule

Principal Engineer	$275 per hour
Senior MEP Engineer	$200 per hour
Senior Structural Engineer	$200 per hour
Manager of Innovation Services	$175 per hour
Senior Civil Engineer	$200 per hour
Senior Electrical Engineer	$200 per hour
Fire Suppression Engineer	$250 per hour
Design Manager	$190 per hour
Site Inspection Engineer	$200 per hour
Site Inspection	$200 per hour
Manager of Field Services	$175 per hour
GIS Operator	$150 per hour
3D CAD Operator	$140 per hour
2D CAD Operator	$100 per hour
2D CAD Design	$140 per hour
Clerical/Administrative	$50 per hour

Payment Schedule

Payment terms are net 30 days from the invoice date; invoices not paid within 30 days shall be subject to interest from the 31st day, at a rate of 1.5% per month (18% per annum).

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1384

TO: Board of Supervisors

FROM: Rollie Soria for Oscar Ortiz, Sheriff-Coroner

REPORT BY: Kyla McKinney, Staff Services Analyst I

SUBJECT: Approve agreement to accept a Donation from Napa Valley Community Foundation

RECOMMENDATION

Approve a donation from Napa Valley Community Foundation to purchase a one-year trial of Versaterm Mindbase Wellness Platform, waive competitive bid requirements, approve agreement 260129B, provide a sole source and approve a budget amendment. (Fiscal Impact: $13,746; General Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Napa County Sheriff's Office established a Peer Support program ten years ago. Peer Support in law enforcement plays a critical role in maintaining the well-being and effectiveness of officers. Officers are often involved in situations that are high stress and emotionally taxing, which can lead to mental and physical health struggles. Having a reliable network of colleagues who understand the challenges within law enforcement provides a sense of emotional support, especially after critical incidents.

The Sheriff's Office Peer Support Team is comprised of specially trained members who offer support and guidance to resources for employees experiencing crises, stress, or related challenges. They provide support through peer-to-peer conversations and help with accessing available resources. Previously, the Sheriff's Office, as part of a county-wide law enforcement project that was funded through the Community Corrections Partnership (CCP), using a software application, focused on wellness and local resources.

The CCP elected not to renew the contract due to its cost, and little information as to its use or effectiveness. Currently, the Sheriff's Office Peer Support Team does not have a means outside of personal interactions to track the number of employees who may need peer support assistance, see how the support resources are being used, or run analytical reports on the health and wellness of Sheriff's Office employees.

The Sheriff's Office proposes purchasing the Versaterm Mindbase Wellness Platform. This will enable 24 hours a day, 7 days a week, access to wellness resources for early detection and intervention for mental health and

wellness. This Wellness Platform is comprised of a web-accessible Integrated Peer Support Hub and a mobile application Wellness Toolkit. The Integrated Peer Support Hub allows Peer Support personnel access to view confidential reports on employee's trauma levels as well as the overall effectiveness of the peer support team. It also provides anonymized personal assessments for employee self-checks and progress levels as well as a fast-tracked way to connect with clinicians and peer support team members.

The Versaterm Mindbase Wellness Platform provides full confidentiality for individuals checking-in on the platform for support. The software allows the Peer Support Team to run in-depth analytics to better understand the concerns and issues that are affecting Sheriff's Office personnel. It seamlessly integrates with the computer-aided dispatch software currently in use, which can alert the Peer Support Team when a Deputy is dispatched to an event that may need Peer Support intervention. Finally, there are no additional costs to add more users on the platform, which will allow for future expansion of the Peer Support Team.

The Sheriff's Office did not budget for this application; however, the Napa Valley Community Foundation has offered to provide funding for a one-year trial of the application in the amount of $13,476. The Napa Valley Community Foundation prides themselves on investing in solutions that respond to the County's needs. Their Financial contribution to the purchase of the Versaterm Mindbase Wellness Platform will positively impact the effectiveness of the Peer Support Team, the wellness of the department members, and the service they provide to the community.

Requested Actions:

1. Accept a cash donation in the amount of $13,746 from the Napa Valley Community Foundation.
2. Authorize the Chair to sign the attached letter in acceptance of the donation and Agreement 260129B
3. Approve a waiver of competitive bidding and sole source award to Versaterm of Ottawa, Ontario.
4. Approve a Budget Amendment in the amount of $13,746 increasing appropriations in the Sheriff's Budget 1360000-53415 with offsetting revenue from the cash donation. [4/5 vote required].

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Not currently budgeted. If approved, it will be budgeted in Sheriff's Operations 1360000-53415.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary as there is no mandate for the Sheriff's Office to engage in or offer peer support services, critical incident stress management, stress debriefing or short-term crisis intervention for its staff. However, research shows that providing such services can help law enforcement staff cope with both everyday stresses of the job and/or stress related to involvement in critical incidents. Organizational and environmental stresses left to accumulate over time can lead to drug abuse, alcoholism, anger, burnout and depression.

Is the general fund affected?	Yes
Future fiscal impact:	Appropriations will be budgeted accordingly in future fiscal year.
Consequences if not approved:	If not approved, Sheriff's Office Peer Support Team would not have an efficient way to track the mental wellbeing of Sheriff's employees.

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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260129B

Schedule A
Statement of Work

1. Introduction and Purpose

The Mindbase solution provides comprehensive mental health support for first responders. We believe in improving human health and well-being by bringing people, knowledge, and intelligent technology together. Mindbase is changing the mental health landscape for public safety. We partner with federal, state, and local governmental and non-governmental agencies to provide their personnel support during challenging prevention, response, and recovery operations. Under the guidance and participation of Customer, Mindbase will facilitate the delivery and implementation of its integrated mental health and wellness platform, which includes all purchased products and services in the Purchase and License Agreement.

Together, the integrated software solutions are referred to as the "System."

Versaterm is committed to building a lifelong partnership with Customer by providing professional project management, technical and training assistance through implementation. The Mindbase solution will provide Customer with engaging self-service and peer support tools, to accomplish its wellness goals.

This Statement of Work "SOW" guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which the Mindbase Team and Customer will consider a task complete.

2. Summary of the major milestones

- Agreement signing
- Mindbase HUB and Toolkit installation
- Project team training/Administration training complete
- Third party integrations
- Testing complete and issues resolved
- End user training complete
- Go-live and transition to Support complete

3. Project Objectives

A. Ongoing objectives of the Health and Wellness Platform Implementation project:

- Implement an extensive peer support and wellness technology solution aimed at cultivating a culture of wellness within the organization.
- Provide the software, technology and services necessary to take proactive care of real-time challenges facing first responders
- Deliver a simple, fast, and data-driven mental health and wellness platform, powered by Customer CAD and other data.

4. Specific SOW objectives:

- Complete the project implementation plan
- Install and configure Mindbase software applications, including setting up Peer Support Dashboard, provisioning users, and customizing and deploying the agency Wellness App

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- Install and configure the external CAD/RMS Interfaces
- Provide remote system setup consultation and system and application administration training
- Provide remote end-user training and assistance
- Provide remote Go-live assistance

4. Project Assumptions and General Responsibilities

A. Project Assumptions

- The Mindbase System will be implemented in an Android or iOS and Windows environment.
- Third-party CAD/RMS vendor(s) provide the required information for interface configuration.
- This engagement will begin on a mutually acceptable date after Mindbase is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

B. Customer Responsibilities

- Maintain effective communications with the Mindbase Project Manager
- Participate in project status meetings
- Respond to issues and concerns as communicated by the Mindbase Project Manager
- Facilitate installation (download) of Mindbase app on applicable personnel's android or iOS devices
- Gather and disseminate to Mindbase needed agency data as specified in the Interface Definitions document
- Ensure management and end-user personnel participate in training

C. Mindbase Project Team Responsibilities

- Function as the liaison with Customer's designated project manager
- Manage all aspects of the implementation, including project communications
- Participate in the project planning, system setup and training
- Coordinate and schedule the delivery of all products and services including launch kit(internal advertising posters, lanyards, QR Coded Peer Support badges) provided by Mindbase
- Conduct project status meetings, training, and Go-live activities
- Provide responses and recommend resolutions to Customer issues
- Facilitate the configuration and Mindbase HUB system installation, and coordinate external interface installation

5. Project Tasks and Responsibilities

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Mindbase and Customer will perform their respective tasks through a combination of collaboration, coordination via Teams, phone, email communications, and other remote means, as appropriate.

Tasks may or may not be completed in the order in which they appear. Some tasks may be sequential while other tasks may be concurrent with other tasks.

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Some tasks will involve 3rd party entities (government agencies, vendors, etc.) to successfully complete this project. Mindbase will cooperate and use good faith efforts to work effectively with all 3rd party representatives from other vendors or government agencies as may be necessary to ensure successful project completion.

6. Project Planning and Pre-In

A. Task Description

Project Planning will consist of a series of tasks and activities to help prepare the Customer and Mindbase for the implementation process. Mindbase will conduct a brief project review session and product demonstration (if needed) for the core Customer project team. The Project review session will include a discussion of the contract documents, project timelines, goals and objectives, and roles and responsibilities of both parties. The Project review session will be designed to ensure the project managers and key personnel on both sides have the same understanding of the overall scope of the project and project approach.

B. Deliverables

Upon completion of Project Planning, Mindbase and Customer will identify estimated Customer resources and estimated time requirements for Customer-related tasks. This information will be based on Mindbase's previous experience in installing similar systems.

C. Completion Criteria

This task will be considered complete following the project review session

Mindbase	Customer
Responsibilities Conduct kickoff meeting	**Responsibilities** Schedule personnel for kickoff Attend kickoff
Required Staff Project manager	**Required Staff** Project Sponsor (admin) Project team members (admin, peer support staff from agencies or departments)

7. Install/Configure Mindbase Application

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A. Task Description

Mindbase configures and makes available the System components including iOS or Android app, dashboard, and third-party CAD integration. Mindbase systems engineer will install the Mindbase HUB and Toolkit application and the Mindbase side of the third-party interface. The systems engineer will configure the database environments and create the initial administrative user accounts. Customer is responsible for providing a connection to third-party CAD/system. Mindbase will configure the third-party CAD and RMS integration and, together with Customer, will test to verify the correct data stream and format transfers to the Mindbase dashboard.

Mindbase will provide Customer with iOS and Android client applications. Customer is responsible for installing the client application on mobile devices.

B. Deliverables

- Installation of Mindbase dashboard and app
- Installation of Mindbase components of external interfaces
- Configuration and Set-up of third-party CAD/RMS integration

C. Prerequisites

- Connection to third-party CAD/RMS system
- Contact information for third-party CAD/RMS vendor

D. Completion Criteria

This task will be complete when Mindbase has installed the Mindbase HUB and Toolkit applications, created the user accounts and administrative accounts, completed the installation of external interfaces, and performed the tests required for end-user training and Go-live.

Mindbase	Customer
Responsibilities Install Mindbase HUB and Mindbase Toolkit Create admin user accounts Installation of external interface to CAD system Verify correct data stream/format to dashboard Test and successfully demonstrate completion to Customer	**Responsibilities** Provide contact information for third-party CAD vendor Provide connection to CAD system Install Mindbase app on end-user iOS or Android devices Verify correct data stream/format to dashboard
Required Staff Systems engineer Project manager Development (programmers)	**Required Staff** IT personnel Peer support/admin

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8. Conduct Project Team Admin Training

A. Deliverables

- Project team training
- Set Impact levels for Incident Types

B. Prerequisites

- Mindbase application installation complete

C. Completion Criteria

This task will be complete once the Customer's project team has been trained on the Mindbase platform and configured the Impact levels portion of the dashboard application.

Mindbase	Customer
Responsibilities Project team training (system overview) Demonstrate Mindbase application	**Responsibilities** Ensure appropriate personnel attend project team training. Configure Indicators/Incident Types in the dashboard
Required Staff Project manager Trainer	**Required Staff** Project team

9. Conduct End User Training

A. Task Description

Mindbase will conduct virtual end-user training for peer support and/or admin

B. Deliverables

- Peer Support and/or Admin training
- End-user intro training video

C. Prerequisites

- Mindbase application installed and configured

D. Completion Criteria

This task will be complete when Mindbase has provided all end-user training

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Mindbase	Customer
Provide virtual peer support training Provide End-user intro video	Ensure appropriate personnel attend training class
Required Staff Trainer	**Required Staff** Peer Support End Users (watch intro video)

10. Go-Live

A. Task Description

Mindbase will ensure all tasks are completed and Customer personnel are prepared for cutover to live operations.

After cutover, Mindbase will assist Customer personnel with additional guidance and training as needed. Customer's project team shall be present to provide guidance to other Customer personnel needing additional assistance.

B. Deliverables

- Go-live assistance

C. Prerequisites

- Completion of all previous tasks

D. Completion Criteria

This task will be complete once live operation of the entire System has commenced and the other tasks described above have been completed and accepted.

Mindbase	Customer
Facilitate Go-live kickoff Observe operations and troubleshoot any issues Make minor modifications as needed	Ensure appropriate personnel attend Go-live kickoff Provide guidance to individuals who need extra assistance Relay issues and concerns to Mindbase

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Required Staff: Project manager Systems engineer Customer success	**Required Staff:** Project manager Peer Support/Admin All employees (end users)

11. Perform Remote Site Audit and Analysis

A. Task Description

2 – 4 weeks following cutover to live operation, Mindbase Customer Success will meet with Customer project team. Mindbase will be available remotely to answer any follow-up questions and provide additional training to enhance user capabilities. Mindbase will supply a starter program document to guide customer through engagement goals and objectives for the first year of program use.

B. Deliverables

- Analysis of System use
- Mindbase starter program

C. Prerequisites

- Go-live operations

D. Completion Criteria

This task will be complete after the Mindbase customer success team has conducted the site audit and analysis.

Mindbase	Customer
Responsibilities Answer follow-up questions Gather initial feedback Deliver starter program	**Responsibilities** Communicate questions or concerns Begin use of starter program
Required Staff Customer success	**Required Staff** Applicable staff

12. Billing for Professional Services

If there are any Professional Services detailed in the Service Schedule such Professional Services shall be invoiced as follows:

- 25% Provisioning; and
- 75% at the earliest of RFU or 3 months following Provisioning.

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Versaterm Public Safety US, Inc.
(referred to hereafter as "Versaterm")

1 North MacDonald, Suite 500
Mesa, Arizona USA
85201

Email address for notices:
legal@versaterm.com

SERVICE SCHEDULE

Napa County Sheriff's Office (CA) 1535 Airport Blvd, Napa, CA 94558, United States nathalie.verdeille@countyofnapa.org *(referred to hereafter as "Customer")*	Invoices shall be sent to 1535 Airport Blvd, Napa, CA 94558, United States Is a purchase order required? Yes
Initial Subscription Term: 12 months commencing upon Provisioning	

Item	Quantity	Price per Unit	Discount	Net Total
Mindbase subscription	177	$48.00		$8,496.00
Mindbase base subscription per agency	1	$2,500.00		$2,500.00
Initial Mindbase configuration and training. Includes standard CAD/RMS Interface. NOTE: There may be a third party cost from the CAD/RMS vendor.	1	$2,750.00		$2,750.00

Total:	$13,746.00

The amounts indicated above are exclusive of sales taxes

INVOICING

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Versaterm shall invoice the Customer for the above Subscription Fees for the Subscription Services at the beginning of the Initial Subscription Term and annually on each anniversary date for the duration of the Subscription Term.

INVOICING TERMS FOR PROFESSIONAL SERVICES FEES

Other :

If Professional Services are for a cloud-migration or adding additional license Professional Services Fees shall be invoiced upon Provisioning

SPECIFIC SUBSCRIPTION SERVICES/SERVICES

The following terms apply to the software and service(s) identified above.

A. **Mindbase**

1. **Definitions**

The following definitions apply to this Service Schedule and shall supersede any definitions defined in the MSA.

A. **"Customer Contact Data"** means data Versaterm collects from Customer, its Authorized Users, and their end users for business contact purposes.
B. **"Customer Data"** does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Versaterm Data.
C. **"Process" or "Processing"** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
D. **"Service Use Data"** means data generated by Customer's use of the Software and Subscription Services or by Versaterm's support of the Software and Subscription Services including product performance and error information, activity logs and date and time of use.

2. **Modifications.**

A. Versaterm may modify the Software and Subscription Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation (as defined below) for the Subscription Software may be updated to reflect such modifications.

3. **User Credentials.**

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A. If applicable, Versaterm will provide Customer with administrative user credentials for the Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential, including through any administrative user credentials. Use of the Subscription Software includes any changes made to the Subscription Software or issues or user impact arising from such use.

B. To the extent Versaterm provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such services will be invoiced to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms below.

4. **Beta Services.**

A. If Versaterm makes any beta version of a software application ("Beta Service") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Versaterm. Versaterm will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Versaterm may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

5. **Support of Downloaded Clients.**

A. Mindbase Wellness App is available in the iOS App Store and Google Play store for download. Authorized Users may install the app on their mobile device(s) or access content through a web browser. Versaterm may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates.

6. **Export Control.**

A. Customer, its employees, and any other Authorized Users will not access or use the Software and Subscription Services in any jurisdiction in which the provision of such Software and Subscription Services is prohibited under applicable laws or regulations (a "Prohibited Jurisdiction"), and Customer will not provide access to the Software and Subscription Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that

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(a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Subscription Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

7. **Customer-Provided Equipment**

A. Certain components, including equipment and software, not provided by Versaterm may be required for use of the Software and Subscription Services ("Customer-Provided Equipment"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Versaterm/Mindbase to access and use the applicable Customer-Provided Equipment to provide the Software and Subscription Services under this Agreement, and such access and use will not violate any laws or infringe any third- party rights (including intellectual property rights). Customer (and not Versaterm) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify the Minbase team of any Customer-Provided Equipment damage, loss, change, or theft that may impact Versaterm's (through Mindbase) ability to provide the Software and Subscription Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under this Service Schedule.

8. **Non-Versaterm Content.**

A. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Versaterm (collectively, "Non-Versaterm Content") with or through the Software and Subscription Services. If Customer accesses, uses, or integrates any Non-Versaterm Content with the Software and Subscription Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Versaterm Content in connection with the Software and Subscription Services. Customer will also obtain the necessary rights for Versaterm to use such Non-Versaterm Content in connection with providing the Software and Subscription Services, including the right for Versaterm to access, store, and process such Non-Versaterm Content (e.g., in connection with the Subscription Software), and to otherwise enable interoperation with the Software and Subscription Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Versaterm Content with the Software and Subscription Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Versaterm Content. Customer

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acknowledges and agrees that Versaterm is not responsible for, and makes no representations or warranties with respect to, the Non-Versaterm Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Versaterm Content or failure to properly interoperate with the Software and Subscription Services). If Customer receives notice that any Non-Versaterm Content must be removed, modified, or disabled within the Software and Subscription Services, Customer will promptly do so. Versaterm will have the right to disable or remove Non-Versaterm Content if Versaterm believes a violation of law, third-party rights, or Mindbase's/Versaterm's policies is likely to occur, or if such Non-Versaterm Content poses or may pose a security or other risk or adverse impact to the Software and Subscription Services, Versaterm, Mindbase, Mindbase's/Versaterm's systems, or any third party (including other Versaterm customers).

9. **Versaterm Materials**

A. Customer acknowledges that Versaterm may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Versaterm has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations or derivative works of the foregoing, whether made by Versaterm or another party) (collectively, "Versaterm Materials"). The Software and Subscription Services, Versaterm Data, Third-Party Data, and Documentation, are considered Versaterm Materials. Except when Versaterm has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Versaterm Materials are the property of Versaterm or its licensors, and Versaterm or its licensors retain all right, title and interest in and to the Versaterm Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Versaterm Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Versaterm to effectuate the foregoing. Versaterm and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Software and Subscription Services or other Versaterm Materials, or permit any third party to do so.

10. **End User Licenses.**

A. Notwithstanding any provision to the contrary in the Agreement, certain software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open-source software, included in the Software and Subscription Service. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

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11. **Processing Customer Data**

A. **Versaterm Use of Customer Data.** To the extent permitted by law, Customer grants Versaterm to use Customer Data to (a) perform Services and provide the Subscription Software under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Versaterm products and services, and (c) create new products and services. Customer represents and warrants to Versaterm that Customer's instructions, including appointment of Versaterm as a processor or sub-processor, have been authorized by the relevant controller.

B. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with the Software and Subscription Services), and Versaterm's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Versaterm's and its subcontractors' use) of the Customer Data as described in the Agreement.

C. **Data Retention and Deletion.** Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Versaterm will delete all Customer Data following termination or expiration of the Agreement or this Service Schedule, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Versaterm in writing before expiration or termination in accordance with Section 23 "Notices" of the MSA. Versaterm will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Versaterm through a mutually executed Service Schedule.

D. **Service Use Data.** Customer understands and agrees that Versaterm may collect and use Service Use Data for its own purposes, including the uses described below. Versaterm may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes.

E. **Third-Party Data and Versaterm Data.** Versaterm Data and Third-Party Data may be available to Customer through the Software and Subscription Services. Customer and its Authorized Users may use Versaterm Data and Third-Party Data as permitted by Versaterm and the applicable Third-Party

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Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Versaterm Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in an addendum to this Service Schedule. Any rights granted to Customer or Authorized Users with respect to Versaterm Data or Third-Party Data will immediately terminate upon termination or expiration of the MSA or this Service Schedule. Further, Versaterm or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Versaterm Data or Third-Party Data if Versaterm or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Versaterm's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Versaterm Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Versaterm. Notwithstanding any provision of the Agreement to the contrary, Versaterm will have no liability for Third-Party Data or Versaterm Data available through the Software and Subscription Services. Versaterm and its Third-Party Data providers reserve all rights in and to Versaterm Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

F. **Versaterm as a Controller or Joint Controller**. In all instances Mindbase acts as a controller of data, it will comply with the applicable provisions of our Mindbase Privacy Statement at https://getmindbase.com/privacy-policy, as may be updated from time to time. Mindbase holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Mindbase Privacy Statement. In instances where Mindbase is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

This "Service Schedule" is entered into as of , the date of the last signature set forth on the signature page hereto (the "Effective Date"), by and between Versaterm Public Safety US, Inc. and Customer. Master Software and Services Agreement shall govern this Service Schedule found at https://www.versaterm.com/legal/msa20241125 as of the Effective Date. Each person signing this Service Schedule has the full authority to execute this Service Schedule.

Versaterm Public Safety US, Inc.:

By: DocuSigned by: Adam Schwartz DFB32C5456064AB... *(Signature)*

County of Napa:

By: _____ *(Signature)*

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Name:	Adam Schwartz *(Printed Name)*	**Name:**	Anne Cottrell *(Printed Name)*
Title:	CRO	**Title:**	Chair of the Board of Supervisors
Date:	Aug 15, 2025	**Date:**	

Approved as to Form:

Napa County Counsel's Office

By: S. Darbinian

Certificate Of Completion

Envelope Id: E99CBD5E-11AF-4933-AA8B-5C2E1EFFFF63
Subject: Complete with Docusign: SS+SOW with Napa County Sheriff's Office (CA).pdf
Source Envelope:
Document Pages: 15
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Signatures: 1
Initials: 0

Status: Delivered

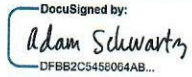
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Angela Wu
2300 Carling Avenue
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Ottawa, ON K2B 7G1
angela.wu@versaterm.com
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Holder: Angela Wu
angela.wu@versaterm.com

Location: DocuSign

Signer Events	Signature	Timestamp
Adam Schwartz adam.schwartz@versaterm.com CRO Adam Schwartz Security Level: Email, Account Authentication (None)	DocuSigned by:  DFBB2C5458064AB... Signature Adoption: Pre-selected Style Using IP Address: 65.113.156.184	Sent: 8/15/2025 12:41:49 PM Viewed: 8/15/2025 2:21:31 PM Signed: 8/15/2025 2:53:56 PM
Electronic Record and Signature Disclosure: Accepted: 8/15/2025 2:53:49 PM ID: 0d103299-2fe0-465e-802d-4b2fd7fc6233		
Nathalie Verdeille nathalie.verdeille@countyofnapa.org Security Level: Email, Account Authentication (None)		Sent: 8/15/2025 12:41:48 PM Resent: 8/18/2025 1:40:52 PM Viewed: 8/18/2025 1:41:04 PM
Electronic Record and Signature Disclosure: Accepted: 8/15/2025 12:55:54 PM ID: bf9a0fee-5398-46ab-a995-e08e8e556781		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/15/2025 12:41:49 PM
Certified Delivered	Security Checked	8/18/2025 1:41:04 PM

Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Versaterm (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Versaterm:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kathleen.mackinnon@versaterm.com

To advise Versaterm of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kathleen.mackinnon@versaterm.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Versaterm

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kathleen.mackinnon@versaterm.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Versaterm

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kathleen.mackinnon@versaterm.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Versaterm as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Versaterm during the course of your relationship with Versaterm.

A Tradition of Stewardship
A Commitment to Service

Board of Supervisors

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

Main: (707) 253-4421

Anne Cottrell
Chair

August 19th, 2025

Napa Valley Community Foundation
3299 Claremont Way #4
Napa, CA 94558

Dear Members of the Napa Valley Community Foundation,

Thank you very much for your generous donation of $13,746 to the Napa County Sheriff's Office. Your donation will help support the Napa County Sheriff's Office Peer Support Unit.

No goods or services were provided to you in exchange for your donation.

We deeply appreciate your support of the Napa County Sheriff's Office Peer Support Unit and are very grateful for your active involvement with the Napa County Sheriff's Office.

Regards,

Anne Cottrell
Chair

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

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1617

TO: Board of Supervisors

FROM: Chief J.C. Greenberg, County Fire

REPORT BY: Becky Craig, Assistant CEO

SUBJECT: Pickett Fire Status Report

RECOMMENDATION

Receive a report by County Fire Chief regarding response during the recent Pickett Fire. (No Fiscal Impact)

BACKGROUND

The Pickett Fire began on Thursday, August 21, 2025 and burned approximately 6,800 acres. Personnel hit 2,800 during peak response with additional volunteers and support staff called to activate evacuation and emergency sheltering protocol. Initial reports include vineyard destruction and crop taint, potential watershed impacts, and damage to infrastructure and five unoccupied structures.

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.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1438

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Becky Craig, Assistant Chief Executive Officer

SUBJECT: Napa Valley Tourism Corporation Agreement

RECOMMENDATION

Approve and authorize Agreement No. 250463B with Napa Valley Tourism Corporation to serve as the Owner's Association for the Napa Valley Tourism Improvement District (NVTID) from June 16, 2025 through June 15, 2035. (No Fiscal Impact)

BACKGROUND

The Napa Valley Tourism Improvement District ("NVTID") is a benefit assessment district that funds valley-wide marketing and sales and local jurisdiction destination marketing efforts for Napa Valley lodging businesses. This approach has been successful in Napa Valley for fifteen years and in other destination areas throughout the state to improve tourism and drive additional room nights to assessed lodging businesses. The renewed NVTID includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the unincorporated area of the County of Napa.

Lodging business owners requested renewal of the NVTID to continue this self-assessed revenue source devoted to marketing Napa Valley as a tourist, meeting and event destination. The NVTID is projected to generate approximately $11,000,000 annually for promotion of travel and tourism specific to Napa Valley.

Tourism Improvement Districts (TIDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow lodging business owners to organize their efforts to increase tourism. Lodging business owners operating within the TID fund the TID, and those funds are used to provide services that are desired by and benefit the lodging businesses within the TID.

The Management District Plan (MDP) adopted by the Board of Supervisors in December 2024 extended the term of the NVTID for an additional ten years from June 16, 2025 to June 15, 2035. The MDP includes the proposed boundary of the District, a service plan and budget, and a proposed means of governance. All jurisdictions consented to include all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the unincorporated area of the County of Napa. The MDP envisions the possibility of a successor destination marketing entity to the current destination marketing provider (Visit Napa Valley (VNV)) and reclassifies the VNV designated board seat on the Napa Valley Tourism Corporation ("NVTC") as non-voting if it is filled by the VNV Executive Director.

The annual assessment rate is two percent (2%) of gross short-term (30 days or less) sleeping room rental revenue. The assessment rate may be recommended to be increased periodically by the Visit Napa Valley Board of Directors, or successor destination marketing entity, and then brought to the Napa Valley Tourism Corporation Board for final approval. The maximum increase shall be one half of one percent (0.5%) at certain intervals and the total assessment rate may not exceed three percent (3%) of gross short-term (30 days or less) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days.

Each jurisdiction will collect the assessment on a basis that mirrors the collection of transient occupancy tax from each lodging business located in the NVTID boundaries. Each jurisdiction shall forward the assessments to Napa Valley Tourism Corporation, which has the responsibility of managing NVTID programs as provided in this Management District Plan. Each jurisdiction's tax collector will retain a fee of up to one percent (1%) of the amount of the assessment collected prior to remitting funds, within their respective jurisdictions, to cover their costs of collection and administration.

The proposed County Agreement with NVTC sets forth the roles and responsibilities between the County and NVTC in accordance with the MDP. The Agreement is dated to track the term of the NVTID renewal period beginning June 16, 2025, and ending June 15, 2035. The Agreement acknowledges that NVTC contracts with VNV (or successor destination marketing entity) for some of the services required under the MDP. Additionally, it includes provisions for the local governing committees and VNV to remit various reporting, for the non-voting status of the member seat on NVTC if filled by VNV's Executive Director, and a requirement for NVTC to provide an annual report to the Board of Supervisors each fiscal year.

In its Resolution 24-142 adopted December 17, 2024, the Board of Supervisors made various recommendations to the NVTC regarding formation of a governance committee, bylaws changes, reallocation of assessment funds to the local governing committees, and increasing committee representation for Upvalley small hoteliers or chambers. These recommendations were not included in the Agreement as they were recommendations to NVTC for consideration. NVTC will determine whether these requests or other changes are warranted to effectively oversee the TID.

With the renewal of the NVTID, NVTC has approved a new agreement with VNV (attached) for destination marketing services.

Recommended Actions: Approve and authorize Agreement No. 250463B with the Napa Valley Tourism Corporation.

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.

AGREEMENT NO 250463B

AGREEMENT BETWEEN THE COUNTY OF NAPA AND THE NAPA COUNTY TOURISM CORPORATION CONCERNING ROLES AND RESPONSIBILITIES RELATING TO THE NAPA VALLEY TOURISM IMPROVEMENT DISTRICT

THIS AGREEMENT CONCERNING ROLES AND RESPONSIBILIES RELATING TO THE NAPA VALLEY TOURISM IMPROVEMENT DISTRICT ("Agreement") is made and entered into as of this 16th day of June, 2025, by and between the County of Napa, a political subdivision of the State of California, hereinafter referred to as "County," and the Napa Valley Tourism Corporation, a California non-profit corporation, whose mailing address is 1001 Second Street, Suite 330, Napa, CA 94559, hereinafter referred to as "NVTC."

RECITALS

WHEREAS, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the County of Napa (County) to renew business improvement districts upon petition by a weighted majority of the business owners located within the boundaries of the district; and

WHEREAS, the Napa Valley Tourism Improvement District (NVTID) was established in 2010, for a five-year period, pursuant to the Property and Business Improvement Law of 1994; and

WHEREAS, the NVTID was renewed on June 10, 2014, by Napa County Board of Supervisors Resolution No. 2014-64, for a ten (10) year term ending on June 15, 2025 and was renewed again on December 17, 2024, by Napa County Board of Supervisors Resolution No. 24-142 for another ten (10) year term ending on June 15, 2035; and

WHEREAS, the NVTID provides a funding mechanism through the imposition of an assessment on eligible lodging businesses, applicable to gross revenue from short-term room rentals (30 days or less); and

WHEREAS, in accordance with the Property and Business Improvement Law of 1994, the assessments are required to be expended in accordance with the adopted NVTID Management District Plan ("MDP"), attached hereto as Exhibit A; and

WHEREAS, under the MDP, NVTID levies assessments on lodging businesses within the unincorporated area and within each of the cities and town in Napa County ("Jurisdictions") to fund valley-wide marketing and tourist-serving programs by placing a 2.0% assessment on the gross short-term (30 days or less) sleeping room rental revenue of all lodging establishments, as defined in the MDP, with the option to increase the assessment by a maximum of one half of one percent (0.5%) in years three (3), six (6), and nine (9) and provides that the total assessment rate may not exceed three percent (3%) of gross short-term sleeping room rental revenue; and

WHEREAS, the collection of the assessments mirrors the collection of transient occupancy tax (including any delinquencies, penalties, and interest) and is collected from each

lodging business located in the boundaries of the NVTID on all gross short-term sleeping room rental revenue, as defined in each jurisdiction's municipal/county code; and

WHEREAS, pursuant to the MDP, the Jurisdictions must remit to the Napa County Auditor-Controller 74% of the local collected assessment, and the County Auditor-Controller in turn must remit that amount to NVTC; and

WHEREAS, the MDP identifies NVTC as the Owner's Association responsible for managing funds, implementing programs, and providing annual reports on activities and expenditures, all in accordance with the MDP; and

WHEREAS, County and NVTC have entered into various agreements in the past with respect to operation of the NVTID and the roles and responsibilities of each of the parties; and

WHEREAS, under the MDP, NVTC contracts with the region's destination marketing organization to carry out the programs and services of the NVTID; and

WHEREAS, since the inception of the NVTID, NVTC has contracted with Visit Napa Valley to carry out the programs and services of the NVTID; and

WHEREAS, the Parties understand that NVTC entered into an agreement with Visit Napa Valley on June 12, 2025 to perform these duties for the period between June 16, 2025 through June 15, 2035;` and

WHEREAS, with the renewal of the NVTID, the Parties would like to clarify their roles and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions as set forth herein, and for other valuable consideration the sufficiency of which is hereby acknowledged, County and NVTC agree as follows:

AGREEMENT

1. **Incorporation of Recitals**. The Recitals set forth above are incorporated in full and made a part of this Agreement by this reference.

2. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 15, 2035, unless terminated earlier in accordance with the terms of this Agreement; except that the obligations of the parties under Section 5 (Insurance) and Section 6 (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 NVTC to County shall also continue after said expiration date or early termination in relation to the obligations prescribed by Section 13 (Access to Records/Retention), Section 14 (Confidentiality) and Section 15 (Taxes).

3. **County Obligations**.

a) County shall forward to NVTC seventy-four percent (74%) of the NVTID assessment collected, minus Napa County Auditor-Controller accounting and auditing fees.

b) The Napa County Auditor-Controller will perform the following on behalf of the NVTID:

1. Complete all necessary accounting transactions to record assessments received and to make payments to NVTC. NVTC shall forward these sums to Visit Napa Valley or successor destination marketing entity (hereinafter collectively "VNV").
2. Receive a copy of the quarterly financial reports and meeting minutes from the local governing committees.
3. Participate in and attend audit committee meetings and review the annual financial audit of VNV.
4. Within six months after fiscal year end, compile an annual financial compliance audit on behalf of NVTC.
5. All expenses associated with fiscal transactions and audits on behalf of the assessment shall be borne by either NVTC or VNV.
6. The Parties recognize that compensation from NVTID assessments is based on lodging occupancy and is subject to external forces and beyond the control of the County and that of the local jurisdictions collecting the assessments.

4. **NVTC Obligations**.

a. NVTC shall serve as the NVTC Owners' Association in accordance with the provisions of the MDP, the Property and Business Improvement District Law of 1994, and the Resolution renewing the NVTID.

b. NVTC is charged with managing funds and implementing programs in accordance with the MDP.

c. NVTC has entered into an agreement with Visit Napa Valley to perform various duties and tasks outlined in the MDP, including valley-wide destination marketing and sales, and accounting and reporting of assessment revenues and expenditures. The NVTC Board shall meet at least quarterly to review marketing and business updates from VNV.

d. NVTC must review and adopt the annual budget prior to each new fiscal year, in a public meeting, with sufficient detail showing how the funds are planned to be spent in accordance with the MDP, clearly identifying the allocation of the assessment as follows:

- 74% to Contractor, to be spent on destination marketing efforts outlined in the MDP and on administrative costs. NVTC shall establish a budget for all NVTC administrative costs, including but not limited to, all necessary clerical and legal services, in an amount not to exceed the greater of 1% of the gross NVTID assessment or $100,000. If NVTC's actual costs of administration, clerical, and legal functions exceed the budgeted amount for that fiscal year, the NVTC and VNV shall meet and confer on an amended budget that shall be presented to the NVTC Board for its approval;

- 1% to jurisdiction treasurers for collection costs; and
- 25% to local governing committees.

e. NVTC must ensure that VNV and local governing committees are following the approved budgets, adjusted by publicly approved amendments, if any. This task includes requiring VNV and local governing committees to submit the following to NVTC:

- quarterly financial reports with detailed explanations of the actual expenditures, with annual quantitative performance metrics;
- meeting minutes of each local governing committee's meeting that clearly provide decisions regarding budget amendments, funding decisions to third parties, and any variances to the local governing committee's adopted plan for that fiscal year; and
- One or more NVTC Board members should frequently attend meetings of each local governing committee and VNV.

f. NVTC shall ensure that if the executive director of VNV holds a position on the NVTC Board, that position will be a non-voting member position.

g. NVTC must compile, in conjunction with VNV and the Napa County Auditor-Controller, an annual report for presentation to the Napa County Board of Supervisors, as required by the MDP.

h. NVTC must comply with all tax and other required reporting and submissions, as required by Federal and State laws.

5. **Insurance**. NVTC shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

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

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

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than 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 NVTC or any officer, agent, or employee of NVTC under this Agreement. If the

coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Directors and Officers Liability/Errors and Omissions. Directors and Officers Liability coverage in an aggregate limit of not less than Two Million Dollars ($2,000,000).

3. Comprehensive Automobile Liability Insurance. NVTC shall maintain comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with NVTC's business of not less than One Million Dollars ($1,000,000).

4. The Napa County Risk Manager is authorized to make exemptions to the insurance requirements set forth in this Section 5.

c) Certificates. All applicable insurance coverages referenced 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 NVTC with the County's Risk Manager prior to commencement of performance of any of NVTC's duties; shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. Upon request by County's Risk Manager, NVTC 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) For the commercial general liability insurance coverage referenced in subparagraph b.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph b.3 where the vehicles are covered by a commercial policy rather than a personal policy, NVTC shall—and shall require any subcontractor-- 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, NVTC and its subcontractor(s) shall file an endorsement waiving subrogation with the evidence of coverage.

e) 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 NVTC 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 NVTC shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

e) Subcontractors: When applicable, subcontractors performing work on behalf of NVTC shall procure and maintain policies of insurance equal to those required of NVTC, as provided in this Section 5, and sufficient to provide coverage for that subcontractor's work in relationship to this Agreement. Unless previously exempted in writing by the Napa County Risk

Manager, NVTC shall require these subcontractors to comply with all the provisions of this Section 5 (Insurance) and shall include these insurance provisions in its agreements with the subcontractor. NVTC shall not authorize performance by a subcontractor under this Agreement until it has confirmed that subcontractor has provided all insurance certificates and endorsements required and described herein.

6. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, NVTC shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from 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, for personal injury (including death) or damage to property, arising from all acts or omissions of NVTC or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services and performing the duties 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 Couty. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. This Section 6 shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

7. **Termination for Cause.** This Agreement may be terminated by County upon a finding that NVTC has misappropriated funds, committed malfeasance, or committed a violation of law in connection with its management duties under this Agreement, including violations of the NVTID Management District Plan. County's right to terminate shall arise after a public hearing held in procedural compliance with the requirements of Streets and Highways Code Section 36670, with a written statement of the reasons for termination of this Agreement.

8. **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
Attn: Napa County Executive Officer
1195 Third Street, Ste. 310
Napa, CA 94559

Napa Valley Tourism Corporation
Attn: Board Chair
1001 Second Street, Suite 330
Napa, CA 94559

With a copy to:
Richard D. Pio Roda, Esq.
Redwood Public Law LLP
409 13th Street, Suite 600
Oakland, CA 94612

9. **Compliance with Laws**. NVTC shall comply and shall require the VNV to comply, with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. NVTC shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

10. **Compliance with County Policies**. NVTC shall comply, and shall require VNV 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.

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

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

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

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

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

11. Conflict of Interest.

(a) NVTC acknowledges that it is 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. The parties further acknowledge that pursuant to Streets and Highways Code section 36614.5, neither NVTC nor its board members or staff are a public entity or public officials so as to be subject to such provisions when acting on behalf of NVTC.

(b) Statements of Economic Interest. NVTC acknowledges and understands that County has developed and approved a Conflict of Interest Code as required by state law which requires NVTC to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that NVTC has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By authorizing its Chair to execute this Agreement on its behalf, County's Board of Supervisors hereby determines in writing on behalf of County that NVTC has been hired to perform a range of duties so limited in scope, and has been engaged pursuant to the Property and Business Improvement District Law of 1994, as to not be required to comply with such disclosure obligation.

12. **Independent Contractor.** NVTC, and its subcontractors, are independent contractors and not agents of the 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 NVTC shall follow the direction of County concerning the end results of the performance.

13. **Access to Records/Retention**. NVTC shall provide County with access to NVTC's records which are reasonably necessary for County to review or audit NVTC's compliance with the provisions of this Agreement. NVTC 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 NVTC's place of business where the records are kept. NVTC shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

14. **Confidentiality.** Confidential information is defined as all information disclosed to NVTC which relates to County's past, present, and future activities, as well as activities under this Agreement. NVTC shall hold all such information as NVTC may receive, if any, in trust and confidence, except with the prior written approval of County, expressed through its County Executive Officer or designee, or if the confidential information is subject to the Public Records Act (Government Code section 7920 et seq.). Upon cancellation or expiration of this Agreement, NVTC shall return to County all written and descriptive matter which contains any such confidential information, except that NVTC may retain for its files a copy of NVTC's work product if such product has been made available to the public by County.

15. **Taxes.** NVTC agrees to file or shall cause to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. NVTC agrees to indemnify and hold County harmless from any liability it may incur to the United States or the State of California as a consequence of NVTC's failure to pay or withhold, when due, all such taxes and obligations. In the event that County is audited for compliance regarding any withholding or other applicable taxes or amounts, NVTC agrees to furnish County with proof of payment of taxes or withholdings on those earnings.

16. **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.

17. **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 Section does not apply to attorney's fees or costs incurred during mediation.

18. **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.

19. **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.

20. **Amendment/Modification**. This Agreement may be modified or amended only in writing and with the prior written consent of both parties.

21. **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.

22. **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.

Napa Valley Tourism Corporation, a California non-profit corporation

By_____
Sara Brooks, Vice Chair of NVTC

Approved as to form:
Counsel for NVTC

By:_ _____
Richard D. Pio Roda

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

By_____
Amber Manfree, Vice- Chair
of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Date: September 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

MANAGEMENT DISTRICT PLAN

2025-2035



NAPA VALLEY TOURISM IMPROVEMENT DISTRICT

MANAGEMENT DISTRICT PLAN

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

June 5, 2024

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Prepared by
Civitas



(800)999-7781
www.civitasadvisors.com

I. OVERVIEW

Developed by Napa Valley lodging businesses, the Napa Valley Tourism Improvement District (NVTID) is an assessment district which provides specific benefits to payors, by funding marketing and sales promotion efforts for assessed lodging businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The NVTID was created in 2010 for a five (5) year term and was subsequently renewed in 2015 for a ten (10) year term. The NVTID has reached the end of this term, and lodging owners now wish to renew the NVTID for a ten (10) year term.

Location: The NVTID includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the unincorporated area of the County of Napa (jurisdictions), as shown on the map in Section IV of this Management District Plan (Plan).

Services: The NVTID is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Valley-wide marketing and sales and local jurisdiction destination marketing initiatives will increase demand for overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales.

Budget: The total NVTID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately $11,000,000. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, as lodging businesses open and close, and if the assessment rate is increased pursuant to this Plan.

Cost: The annual assessment rate is two percent (2%) of gross short-term (30 days or less) sleeping room rental revenue. In years three (3), six (6) and nine (9) of the NVTID's term, the assessment rate may be recommended to be increased by the Visit Napa Valley (VNV) Board of Directors or successor destination marketing entity, and then brought to the Napa Valley Tourism Corporation (NVTC) Board for final approval. The maximum increase in years three (3), six (6) and nine (9) shall be one half of one percent (0.5%). The total assessment rate may not exceed three percent (3%) of gross short-term (30 days or less) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Stays by government employees on government business shall not be subject to assessment. "Government employee" shall mean foreign or domestic government employees subject to exemption from transient occupancy tax pursuant to each municipality's municipal/county code.

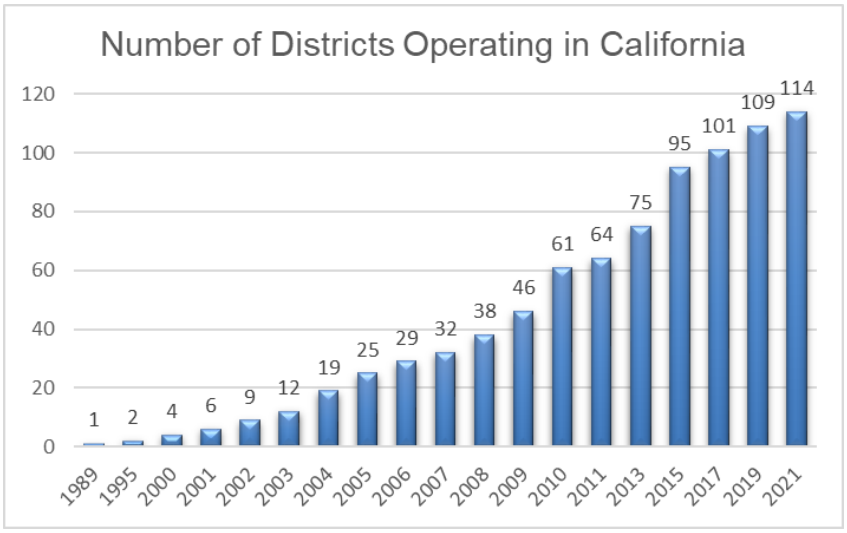
Collection: Assessment collection shall mirror the collection of transient occupancy tax (including any delinquencies, penalties and interest) and shall be collected from each lodging business located in the boundaries of the NVTID on all gross short-term sleeping room rental revenue, as defined in each jurisdiction's municipal/county code. Each jurisdiction shall take all reasonable efforts to collect the assessments from each assessed lodging business.

Duration: The NVTID will have a ten (10) year life, beginning June 16, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NVTID may be renewed pursuant to the Property and Business Improvement District Law of 1994 (94 Law) if lodging business owners support continuing the NVTID programs.

Management: The Napa Valley Tourism Corporation (NVTC) shall continue to serve as the NVTID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports to the Board of Supervisors.

II. BACKGROUND

TIDs are an evolution of the traditional Business Improvement District. The first TID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Massachusetts, Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TID. Additionally, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TIDs without a state law.



California's TIDs collectively raise over $300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Napa Valley lodging businesses continue to invest in stable, commerce-specific marketing programs.

TIDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. Tourism business owners within the TID pay an assessment and those funds are used to provide services that increase commerce for assessed businesses.

In California, most TIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TIDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TIDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

III. ACCOMPLISHMENTS

More Dollars for Our Community: Since the creation of the Tourism Improvement District (TID), annual transient occupancy tax **(TOT) collections have grown more than 155%.**

- In FY2011, TOT collections totaled $27M.
- FY2023 finished at $69M, which is $14M over FY2019 (the previous highest collection), exhibiting recovery and growth from the post-pandemic economy.

A Sustained & Competitive Budget for Marketing the Napa Valley: Since the inception of the TID, NVTC has contracted with Visit Napa Valley to carry out the programs and services of the TID. Prior to the establishment of the TID, Visit Napa Valley operated with a budget of less than $500,000 to market the region and was readily outspent by competitors. Today, Visit Napa Valley operates with a budget of approximately $8M, generated by the TID assessment, (a 1500% increase from 2011) to market the valley as a whole and $2M in TID revenue stays within the local jurisdictions for destination marketing efforts managed by each of those jurisdictions. Local marketing efforts complement, and do not conflict or compete with, the valley-wide promotion effort.

Napa Valley is a Desirable Place to Invest in Hospitality: Since 2010, Napa County hotel revenue has increased nearly 2.5 times.

- 2010 Hotel Revenue = $179M; 2023 Hotel Revenue = $512M (186% increase).
- This compels investment opportunities for new and existing lodging properties.
- Record setting real estate transactions in 2021-2023 underscore Napa Valley as a good investment opportunity.

Resilient in the Face of Adversity: Due to the strength of the Napa Valley brand, cultivated by Visit Napa Valley's marketing and sales efforts, Napa Valley's hospitality community has weathered crisis, natural disasters, and the pandemic and exceeded recovery expectations after each critical event.

- Visit Napa Valley maintains a fully funded Cash Reserve (50% of annual operating budget) in order to continue efforts in lean times.
- Visit Napa Valley is a trusted contributor to community communication efforts during natural disaster crises (floods, fires, earthquakes) and pandemic (COVID-19).

A Trusted Source of Destination Insights and Inspiration: Key audiences look to Visit Napa Valley to effectively curate content that inspires the destinations key audiences (Consumers, Travel Trade, Meetings & Incentive Planners, and the Tourism and Hospitality Industry).

- NVTID funds have been effectively utilized to implement a variety of programs that ultimately increase room night sales.
- Created the "Cabernet Season" campaign to proactively brand the slower "shoulder season" (typically November through March) to benefit hospitality partners. Today, "Cabernet Season" is a recognized and effective tool for hospitality partners to promote the valley and their own businesses.
- Created annual campaigns such as Restaurant Week and Mustard Season during Cabernet Season to promote visitation during that slower time.
- Visit Napa Valley responds to current trends and pain points in the industry which led to the creation of the "Approachable Luxury" campaign. This showed visitors the breadth and depth of hospitality offerings available in Napa Valley, helping visitors to discover their

version of luxury - illustrating experiences that fit budget and needs, without specifically calling out price.

- Visit Napa Valley has avidly promoted all 5 towns (Calistoga, St. Helena, Yountville, the City of Napa, American Canyon) and the Unincorporated Napa County through all marketing and sales efforts in all channels, including paid media (ads), owned media (website, social channels, blog, newsletter), and earned media (active public relations and press opportunities).
    - The Towns-Specific Campaign feature an integrated program consisting of both paid media along with activations on owned channels.
- Annual Visit Napa Valley Engagement Metrics:
    - 2 million Visitors to the www.VisitNapaValley.com website, resulting in nearly 1 million clicks to websites of Napa Valley hospitality businesses.
    - The Visit Napa Valley website is frequently cited as the #1 or #2 referral url for most partners who invest with Visit Napa Valley.
    - Group leads equated to more than 200,000 potential room nights, with a potential economic impact of $88 Million.
    - The Napa Valley Welcome Center, promoting the entire Napa Valley greets over 110,000 people and makes over 35,000 direct referrals to valley-wide hospitality businesses.
- Robust sales team drives overnight stays from transient / leisure travelers as well as business and incentive groups. Business development efforts grow lead generation with meeting professionals, with key focus on incentive, corporate C-Suite and association markets, to increase group business to Napa Valley during weekdays, off-peak season and need periods.
- Partnerships with visitor-serving businesses have increased from just six at the onset of the TID to more than 500 investor partners. This serves as testament to the confidence our constituency has in our mission, strategies and programs supporting the hospitality industry in Napa Valley.
- Numerous valuable trade relationships have been established and nurtured, including Visit California, CalTravel, US Travel, Brand USA, San Francisco Travel, Napa Valley Vintners, and the Napa County Farm Bureau. All partnerships are leveraged to bring in overnight group and event business, in addition to leisure travelers. Partnerships with meeting planner associations have been formed to bring additional overnight groups to the Napa Valley.

Transparent and Accuracy in Reporting: Carrying out the valley-wide marketing and sales efforts, Visit Napa Valley performs under best practices and processes that meet or exceed industry standards.

- Visit Napa Valley is subject to an annual audit conducted by an independent CPA firm that is approved by the County of Napa Auditor Controller and the VNV Board of Directors Audit Committee.
- Since inception of the TID in FY2011, Visit Napa Valley has received nothing less than the highest score, with clean annual audits (with no findings) for 14 years and counting.
- The Napa Valley Tourism Corporation Board meetings are governed by the Brown Act and Public Records Act.
- Annual Reports are presented to the Napa County Board of Supervisors offices.
- Annual Operating Plans are produced yearly, with approval by NVTC and VNV Boards of Directors.
- Long Range Planning cycles with input from stakeholders and final approval by both NVTC and VNV Boards of Directors.

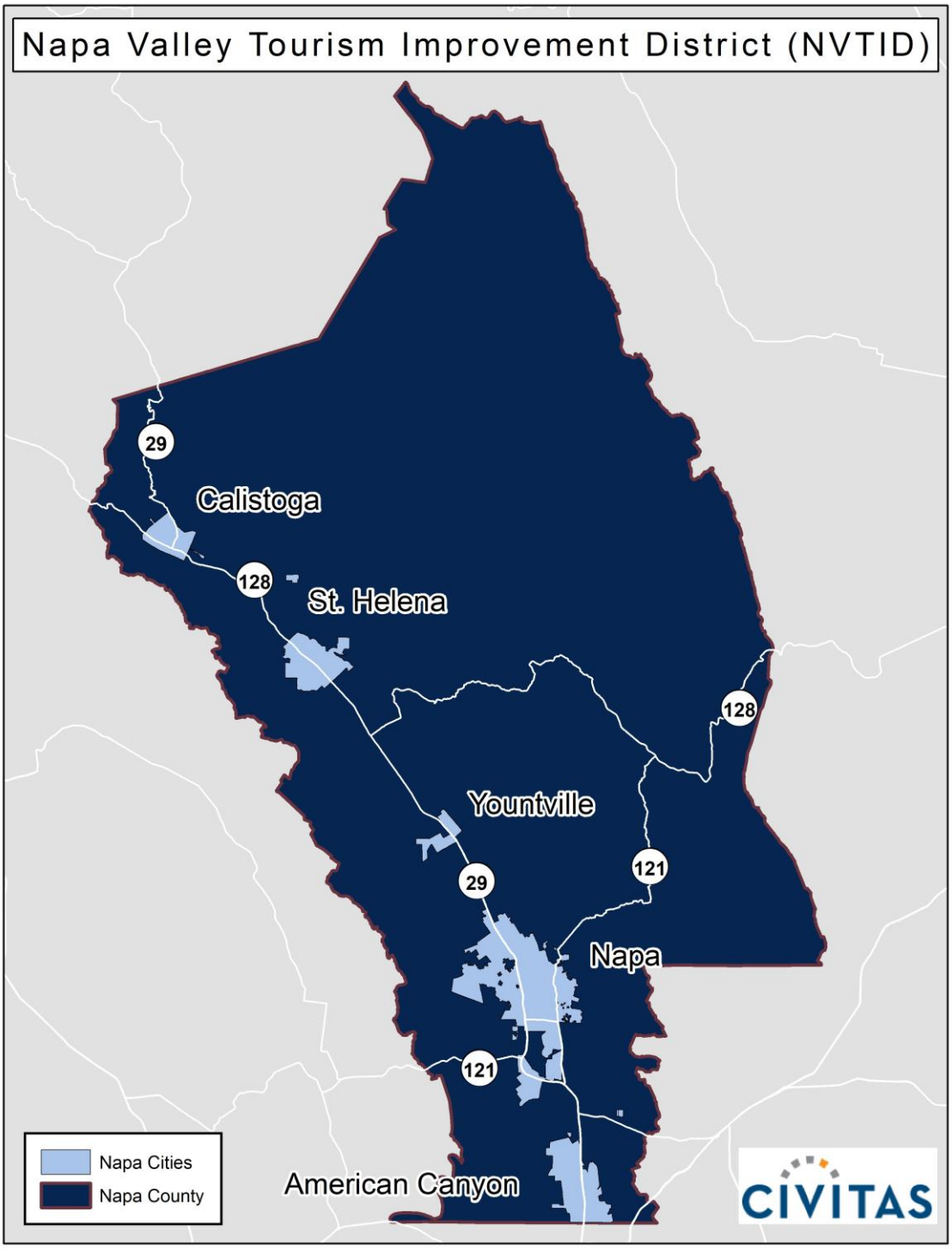
Delivering Results for the Community: These efforts have paid off and delivered return on investment for assessed businesses. Since the inception of the TID in 2010, lodging revenue has grown every year (with the exception of 2020 pandemic impacts). Average daily room rates have also increased, as have occupancy rates during mid-week and shoulder seasons. Napa Valley led the way in travel recovery for the state of California, winning back more than our fair share of visitors. Strategic priorities on the horizon ahead include embracing destination stewardship and sustainability. Growth in TID revenue fuels an upward spiral of TOT revenue to each jurisdiction in Napa Valley - contributing significantly to the general fund of each town (in Calistoga, St. Helena, Yountville, the City of Napa and American Canyon), as well as the Unincorporated Napa County. This significantly enhances quality of life for our residents.

IV. BOUNDARY

The NVTID shall include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the unincorporated area of the County of Napa ("jurisdictions"), as shown in the map below.

Lodging business means: any structure or any portion of any structure which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes, but is not limited to, all hotels, motels, inns, vacation rentals and short-term rentals. Notwithstanding the prior sentence, lodging business does not include campgrounds, mobile homes, or traditional space-rental only R.V. parks.

A complete listing of lodging businesses within the NVTID can be found in Appendix 2. The lodging business list was compiled from records provided by each jurisdiction. The list was developed with the most reliable information provided by the jurisdictions. Some discrepancies may appear due to any of the following reasons: 1) Vacation rentals and short term rentals may cease operation with little or no notice, and may no longer be operating as a vacation rental or short-term rental; and 2) the lodging business list was compiled based on the date shown on the cover page of this Plan, and may not include lodging businesses that began operation after the dates listed.

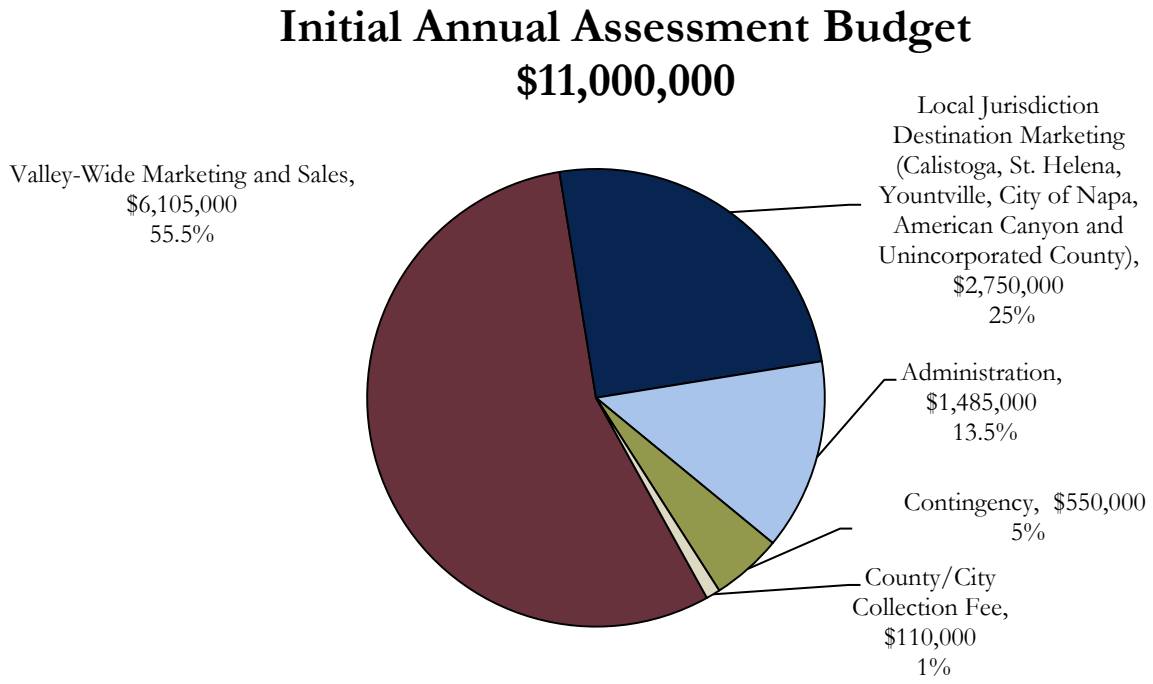

Napa Valley Tourism Improvement District (NVTID)
29
Calistoga
128
St. Helena
128
Yountville
121
29
Napa
121
American Canyon
Napa Cities
Napa County
CIVITAS

V. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the jurisdictions of conferring the benefits or granting the privileges. The privileges and services provided with the NVTID funds are valley-wide and local jurisdiction destination marketing and sales programs, available only to assessed lodging businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed lodging businesses. A detailed annual report and assessment budget will be developed and approved by the NVTC and submitted to the Board of Supervisors. The table below illustrates the initial annual assessment budget allocations. These activities and allocations will also apply in subsequent years. The total initial annual assessment budget is $11,000,000.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the County and the NVTC Board shall have the authority to adjust budget allocations between the Valley-Wide Marketing and Sales, Administration, and Contingency categories by no more than ten percent (10%) of the total assessment budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the NVTID, any and all assessment funds may be used for the costs of defending the NVTID.

Each budget category includes all costs related to providing that service. For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories.

Valley-Wide Marketing and Sales

Funding from the assessment will be applied to marketing and sales programs that promote tourism in the valley and will encourage overnight stays in Napa Valley. Valley-wide marketing and sales programs are designed to promote, encourage, and support tourism and hospitality in Napa Valley and may include, but are not limited to:

Paid Media (Advertising) such as:

- Online/digital advertising
- Print advertising
- Out-of-home advertising (billboards, roadside signage, kiosks, banners)
- Radio advertising
- Events sponsorship and activations
- Production costs for advertising assets

Owned Media (Channels/Platforms) such as:

- Napa Valley website
- Napa Valley social media channels
- Napa Valley newsletters, blogs, content
- Marketing materials (brochures, pamphlets, branded collateral)
- Industry tradeshows, conferences, and activations
- Distribution and fulfillment of marketing and sales materials
- Operation of Valley-Wide visitor information center (located at Napa Valley Welcome Center in Downtown Napa)

Earned Media (Public Relations & Press) such as:

- Public relations outreach (including press bulletins/releases and media leads, crisis communications, etc.)
- Press educational and familiarization trips

Sales (Group and Travel Trade) Programs such as:

- Lead Generation
- Trade Shows
- Sales Missions
- Familiarization Tours

Special Projects and Programming for:

- Destination stewardship programs and initiatives including, but not limited to:
    - Sustainability
    - Hospitality Workforce Development
    - Heritage Tourism
    - DEI&A

Organizational Initiatives in Support of Tourism and Hospitality including:

- Industry research, analytics, seminars
- Stakeholder engagement and meetings
- Partner and industry relations

- Global outreach and engagement, such as Great Wine Capitals, Sister City Programs, etc.
- Professional/industry association affiliation
- Communications and advocacy activities to inform and educate the public and local government officials
- Software platforms and applications for business management
- Administrative costs associated with these activities

Local Jurisdiction Destination Marketing
Each local jurisdiction (the Cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, and the unincorporated County of Napa) shall retain 25% of the total assessment collected within that local jurisdiction to fund eligible programs and activities as described below.

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

Local jurisdiction destination marketing funding is designed to support to local activities which promote and enhance locally based tourism efforts, including but not limited to:

- Locally specific market niche advertising and marketing efforts that complement, and do not conflict with or compete with, the valley-wide promotion effort.
- Tourism marketing and promotional information: including website, print and other collateral material and technology applications.
- Local special event programming, underwriting and promotion.
- Operation of local visitor information center.
- Community and cultural arts programming activities, such as music on the plaza, movie nights, sculpture walks, film festivals, etc.
- Tourism related streetscape enhancement and maintenance or visitor-serving improvements.
- Seasonal and other tourism and visitor related programs.
- Local tourism shuttle or other visitor transportation programs.
- Seed funding for community-based programs which support or enhance tourism.
- Trails, pedestrian paths, signage, bike paths, etc. which enhance and improve upon the visitor experience and access to lodging properties.
- Enhanced maintenance and custodial municipal services to tourism-related areas.
- Administrative costs associated with these activities.

Administrative and Operations
The administrative and operations portion of the budget, thirteen- and one-half percent (13.5%), shall be utilized for administrative staffing costs, office costs, and other general administrative costs such as audits, insurance, legal, and accounting fees. Information on audits is included herein in Section VI(E).

Contingency
The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other programs,

administration, or renewal costs. The NVTC Board of Directors shall set the policy with respect to the NVTC reserve.

County/City Collection Fees
Each jurisdiction tax collector shall retain a fee of up to one percent (1%) of the amount of the assessment collected prior to remitting funds to the county, within their respective jurisdictions, to cover their costs of collection and administration.

B. Annual Budget

The total ten (10) year assessment budget is projected at approximately $11,000,000 annually, or $145,750,000 through 2036 if maximum assessment rates are adopted. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment rate is increased pursuant to this Plan.

The annual assessment rate is two percent (2%) of gross short-term (30 days or less) sleeping room rental revenue. In years three (3), six (6) and nine (9) of the NVTID's term, the assessment rate may be recommended to be increased by the VNV Board of Directors, or successor destination marketing entity, and then brought to the NVTC Board for final approval. The maximum increase in years three (3), six (6) and nine (9) shall be one half of one percent (0.5%). The total assessment rate may not exceed three percent (3%) of gross short-term (30 days or less) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Stays by government employees on government business shall not be subject to assessment. "Government employee" shall mean foreign or domestic government employees subject to exemption from transient occupancy tax pursuant to each municipality's municipal/county code.

The table below demonstrates the estimated maximum budget with the assumption that the assessment rate will be increased to the maximum rate authorized in this Plan at the earliest opportunity as it is a required disclosure, it is not the anticipated course of action. Alternate courses of action may be taken in regard to implementing the assessment rate increase other than what is demonstrated in the chart below, within the parameters of this Plan.

Estimated Annual Budget if Maximum Assessment Rates are Adopted

Year	Valley-Wide Marketing and Sales	Local Jurisdiction Destination Marketing	Administration	Contingency/ Renewal	County/City Collection Fee	Total
2025/2026	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2026/2027	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2027/2028	$7,631,250	$3,437,500	$1,856,250	$687,500	$137,500	$13,750,000
2028/2029	$7,631,250	$3,437,500	$1,856,250	$687,500	$137,500	$13,750,000
2029/2030	$7,631,250	$3,437,500	$1,856,250	$687,500	$137,500	$13,750,000
2030/2031	$9,157,500	$4,125,000	$2,227,500	$825,000	$165,000	$16,500,000
2031/2032	$9,157,500	$4,125,000	$2,227,500	$825,000	$165,000	$16,500,000
2032/2033	$9,157,500	$4,125,000	$2,227,500	$825,000	$165,000	$16,500,000
2033/2034	$9,157,500	$4,125,000	$2,227,500	$825,000	$165,000	$16,500,000
2034/2035	$9,157,500	$4,125,000	$2,227,500	$825,000	$165,000	$16,500,000
Total	$80,891,250	$36,437,500	$19,676,250	$7,287,500	$1,457,500	$145,750,000

The chart below demonstrates the estimated maximum budget with the assumption that the assessment rate will not be increased during the NVTID's term.

Estimated Annual Budget if Maximum Assessment Rates Are Not Adopted

Year	Valley-Wide Marketing and Sales	Local Jurisdiction Destination Marketing	Administration	Contingency/ Renewal	County/City Collection Fee	Total
2025/2026	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2026/2027	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2027/2028	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2028/2029	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2029/2030	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2030/2031	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2031/2032	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2032/2033	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2033/2034	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2034/2035	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
Total	$61,050,000	$27,500,000	$14,850,000	$ 5,500,000	$1,100,000	$110,000,000

C. California Constitutional Compliance

The NVTID assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the NVTID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the NVTID, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the County of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "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."[2] The services in this Plan are designed to provide targeted benefits directly to assessed lodging businesses, and are intended only to provide benefits and services directly to those lodging businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific lodging businesses within the NVTID. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed lodging businesses within the boundaries of the NVTID and are narrowly tailored. NVTID funds will be used exclusively to provide the specific benefit of increased demand for room night sales directly to the assesses. Assessment funds shall not be used to feature non-assessed lodging businesses in NVTID programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and

[1] *Jarvis v. the City of San Diego* 72 Cal App. 4th 230
[2] Cal. Const. art XIII C § 1(e)(1)

providing specific benefits to the assessed lodging businesses. Nothing in this Plan limits the ability of the Owners' Association to enter into private contracts with non-assessed lodging businesses for the provision of services to those businesses.

The assessment imposed by this NVTID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in demand for room night sales. The specific benefit of an increase in demand for room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with marketing and sales programs promoting lodging businesses paying the NVTID assessment. The marketing and sales programs will be designed to increase demand for room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing and sales programs that specifically benefit the assessed lodging businesses, the administration and contingency services also provide the specific benefit of increased demand for room night sales to the assessed lodging businesses.

Although the NVTID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayer occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

2. Specific Government Service

The assessment may also be utilized to provide, "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."[4] The legislature has recognized that marketing and promotions services like those to be provided by the NVTID are government services within the meaning of Proposition 26[5]. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a non-payor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

3. Reasonable Cost

NVTID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the NVTC, and reports submitted on an annual basis to the County. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from NVTID-funded activities, be featured in advertising campaigns, and benefit from other NVTID-funded services. Non-assessed lodging businesses will not receive these, nor any other, NVTID-funded services and benefits.

The NVTID-funded programs are all targeted directly at, and feature only assessed lodging businesses. It is, however, possible that there will be a spillover benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-NVTID funds. NVTID funds shall

[3] Government Code § 53758(a)
[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)
[6] Government Code § 53758(b)

only be spent to benefit the assessed lodging businesses and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed lodging businesses.

D. Assessment

The annual assessment rate is two percent (2%) of gross short-term (30 days or less) sleeping room rental revenue. In years three (3), six (6) and nine (9) of the NVTID's term, the assessment rate may be recommended to be increased by the VNV Board of Directors, or successor destination marketing entity, and then brought to the NVTC Board for final approval. The maximum increase in years three (3), six (6) and nine (9) shall be one half of one percent (0.5%). The total assessment rate may not exceed three percent (3%) of gross short-term (30 days or less) sleeping room rental revenue.

Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Stays by government employees on government business shall not be subject to assessment. "Government employee" shall mean foreign or domestic government employees subject to exemption from transient occupancy tax pursuant to each municipality's municipal/county code.

The assessment was calculated based on the total cost of the activities to be provided for the benefit of the lodging businesses within the NVTID with costs allocated based on the proportional benefit conferred to each lodging business. Activities funded by the NVTID are specifically targeted to increase demand for room nights at assessed lodging businesses. All room night sales do not represent the same benefit to the payors. For example, a higher priced room night is of greater benefit than a lower priced room night because the assessee derives greater revenue. To account for this benefit differential and to make sure the benefits are proportional, an assessment formula based on a percentage of revenue has been selected. The proposed formula accurately reflects greater benefit to assessed lodging businesses with higher priced room nights.

The term "gross short-term sleeping room rental revenue" as used herein means: the consideration charged, whether or not received, for the occupancy of space in an assessed lodging business, as defined in Section IV of this Plan. The assessment shall not be considered a part of lodging businesses revenue for any purposes, including but not limited to collection of transient occupancy taxes. Gross short-term sleeping room rental revenue shall not include, and therefore the assessment shall not be charged upon, any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the NVTID assessment is identified separately it shall be disclosed as the "NVTID Assessment." As an alternative, the disclosure may include the amount of the NVTID assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Penalties and Interest

Each jurisdiction is authorized to collect penalties and interest on delinquent assessments.

F. Time and Manner for Collecting Assessments

The NVTID assessment will be implemented beginning June 16, 2025, or as soon as possible thereafter,-and will continue for ten (10) years. The city and county tax collectors will be responsible for collecting the assessment on a monthly or quarterly basis (including any delinquencies, penalties, and interest) from each lodging business located in the boundaries of the NVTID in accordance with each jurisdiction's procedures for collecting transient occupancy taxes. The tax collectors shall take all reasonable efforts to collect the assessments from each lodging business. The tax collectors shall forward 74% of the assessment collected to Napa County, who will forward the funds to the NVTC. The remaining 25% of the funds shall be retained by each jurisdiction for tourism-related expenditures in accordance with this Plan. Each tax collector shall deduct from the assessment a fee up to 1% of the assessment collected for their services in collecting and forwarding the assessment funds.

VI. GOVERNANCE

A. Owners' Association

The Board of Supervisors, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the NVTID as defined in Streets and Highways Code §36612. The Board of Supervisors has determined that the NVTC will continue to serve as the NVTID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports on activities and expenditures.

The NVTC shall be managed by a fourteen (14) member Board of Directors. Seven (7) board members shall be representatives of assessed lodging businesses. Six members of the board will each represent one of the included municipalities and Napa County, with each jurisdiction having one representative. Each of these jurisdiction representatives shall be appointed by their respective City or Town Council or Board of Supervisors. Jurisdiction representatives may be elected or appointed officials, staff, or chamber of commerce officials. One board member shall be a representative of either Visit Napa Valley (VNV) or successor destination marketing entity. Each member of the board shall have one vote, except that in the event VNV or successor destination marketing entity chooses to appoint its executive director to the NVTC designated Board member position, that position shall be a non-voting member position.

Each jurisdiction retaining funds for local destination marketing programs shall form a local governing committee in accordance with the provisions in this Plan. Each local governing committee and the NVTC will be subject to the requirements of the Ralph M. Brown Act and the California Public Records Act in accordance with the 94 Law. Each local governing committee shall submit a progress report at each quarterly NVTC meeting, as well as a fiscal year-end report, as detailed below in subsection D.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the NVTC Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record-keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

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

The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

D. Local Governing Committees

Each jurisdiction retaining funds for local destination marketing programs shall form a local governing committee in accordance with the provisions below. Each local governing committee will be subject to the requirements of the Ralph M. Brown Act and the California Public Records Act in accordance with the 94 Law. Each local governing committee shall submit a progress report at each quarterly NVTC board meeting, as well as a fiscal year-end report. Included in the reports, each committee must provide NVTC with a detailed account of the specific NVTID funds allocated to their jurisdiction and provide information on how these funds have been spent. Local governing committees will provide the fiscal year-end reports to the NVTC Board for incorporation into the annual report to the Napa County Board of Supervisors pursuant to Streets and Highways Code §36650, no later than September 30 of each calendar year. Jurisdiction-specific destination marketing funding is designed to support initiatives which promote and enhance local, jurisdiction-based tourism and hospitality and is aligned with valley-wide promotional effort.

1. Calistoga, St. Helena & Yountville

The cities of Calistoga and St. Helena, and the Town of Yountville shall each form a seven (7) member local governing committee that will manage the individual destination marketing funds. The local governing committees will be comprised of:

- Four (4) members selected by eligible lodging property members within the local jurisdiction
- One (1) member from the local Chamber of Commerce (can be either appointed staff or a board member of the Chamber in the local jurisdiction)
- One (1) member who is an elected official from the local jurisdiction.
- One (1) member who is the City/Town Manager or designee from the local jurisdiction.

The local governing committee shall be responsible for the following activities:

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

2. City of Napa

Disbursement of the local assessment retained by the City of Napa shall be pursuant to an annual work plan and associated annual budget, which shall be developed and recommended to the Napa City Council by the local governing committee, which will be comprised of the following:

- Up to five (5) representatives of assessed lodging businesses selected by lodging businesses.

- One (1) representative of city staff or a city council member designated by the Napa TID Committee.
- One (1) representative of a visitor-serving or destination-marketing entity designated by the Napa TID Committee.

To the extent that the Napa City Council approves the recommendation of the local governing committee, that recommendation shall be presented to the NVTC Board for incorporation into the annual report to the Napa County Board of Supervisors pursuant to Streets and Highways Code §36650. To the extent that the Napa City Council chooses not to approve in part, or in whole, the recommendation of the local governing committee, the Napa City Council may propose an alternative annual work plan and budget for those funds, and the NVTC Board shall determine which plan and budget elements to incorporate into the annual report to the County Board of Supervisors for disposition of funds to support local marketing and tourism enhancements in the City of Napa.

The local governing committee shall be responsible for the following activities:

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

3. American Canyon

The City of American Canyon shall form a seven (7) member local governing committee, which will manage the local destination marketing funds. The local governing committee will be comprised of:

- Three (3) representatives of assessed lodging businesses selected by lodging businesses.
- One (1) representative of a local business selected by lodging businesses. In the event a fourth lodging business subject to assessment opens in American Canyon, this representative may instead be from another lodging business.
- One (1) member from the local Chamber of Commerce (can be either appointed staff or a board member of the Chamber in the local jurisdiction).
- One (1) member who is an elected city official.
- One (1) member who is the City Manager or designee from the local jurisdiction.

The local governing committee shall be responsible for the following activities:

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

4. County of Napa

Napa County shall form a seven (7) member local governing committee, which will manage the local destination marketing funds for the unincorporated portion of the county. The local governing committee shall be composed of:

- Four (4) members selected by eligible lodging property members in the unincorporated area.
- One (1) member who is a member of the Board of Supervisors.
- One (1) member who is the County Executive Officer or that Officer's designee.

- One (1) member who is selected by the Napa Valley Vintners.

The Napa County local governing committee shall be responsible for the following activities:

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

E. Audits and Accounting

The Napa County Auditor-Controller (ACO) shall be allowed to review the financial records of the NVTC, jurisdictions, and local governing committees at the end of each fiscal year. Memorandums of Understanding (MOU) between the Napa County ACO and the six (6) individual jurisdictions document the accounting processes for the NVTID and shall remain in full force and effect for the term of the NVTID. The accounting processes in the MOUs detail the documentation required in the collection, allocation, and reporting required to demonstrate compliance with this Plan. These annual financial reports outlined in the MOUs must be submitted to the Napa County ACO no more than four (4) months after the fiscal year ends.

NVTC shall engage either an independent certified public accountant or the Napa County ACO to conduct annual audits. Any independent certified public accountant selected shall be subject to approval of the Napa County ACO, and their audit report must be submitted to the Napa County ACO no more than six (6) months after the fiscal year ends.

APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2023 SUPPLEMENT ***
(ALL 2022 LEGISLATION)

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
(2) Job creation.
(3) Business attraction.
(4) Business retention.
(5) Economic growth.
(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.
(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:

(a) Promotion of public events.
(b) Furnishing of music in any public place.
(c) Promotion of tourism within the district.
(d) Marketing and economic development, including retail retention and recruitment.
(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

(a) “Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) “Special benefit” also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be

sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public

improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements,

maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a)The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of

levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall

begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

Business Name	Site Address	City	State	Zip
1132 Church Street	1132 Church Street	St. Helena	CA	94574
1300 Arroyo Series	1300 Arroyo Dr.	Napa	CA	94559
14 Fairway Dr	14 Fairway Dr	Napa	CA	94558
1600 Atlas Peak Rd, Unit 314 & 315	1600 Atlas Peak Rd, Unit 314 & 315	Napa	CA	94558
1648 B St. Vacation Rental	1648 B St.	Napa	CA	94558
1801 First Inn	1801 First St.	Napa	CA	94559
37 Fairways Drive	37 Fairways Drive	Napa	CA	94558
4048 Sonoma Home 20 LLC	4048 Sonoma Hwy	Napa	CA	94559
534 Coombs St. Vacation Rental	534 Coombs St.	Napa	CA	94559
682 Cottage LLC	682/683 Cottage Drive	Napa	CA	94558
78 Fairways Dr	78 Fairways Dr	Napa	CA	94558
824 Augusta Circle LLC	824 Augusta Circle	Napa	CA	94558
A Family Visit	38 Summerbrooke Cir.	Napa	CA	94558
Airbnb at Silverado Resort	1600 Atlas Peak Rd #231	Napa	CA	94558
Alder Ellis & Mary Ellis Scrnatinger	656-657 Cottage Drive	Napa	CA	94558
Alila Napa Valley	1915 Main Street	St. Helena	CA	94574
Andaz Napa	1450 First St.	Napa	CA	94559
Andrew Cresci	764 Cottage Drive	Napa	CA	94558
Arbor Guest House LLC	1436 G St.	Napa	CA	94559
Archer Hosted Vacation Rental	1707 York St.	Napa	CA	94559
Archer Napa	1230 First St.	Napa	CA	94559
Arrambide BnB	2260 First St.	Napa	CA	94559
Augusta Dreams	1012 Augusta Ct	Napa	CA	94558
Aurora Park Cottages	1807 Foothill Blvd.	Calistoga	CA	94515
Bann Napa LLC	2188 Oak Knoll Ave	Napa	CA	94558
Bardessono Inn & Spa	6526 Yount St	Yountville	CA	94599
Bear Flag Inn	2653 Foothill Blvd	Calistoga	CA	94515
Behrens St. Vacation Rental	1540 Behrens St.	Napa	CA	94559
Bel Abri Napa LLC	837 California Blvd.	Napa	CA	94559
Bella Notte	956 McCorkle Avenue	St. Helena	CA	94574
Berryessa SMI, LP dba Pleasure Cove Marina	6100 CA Highway 128	Napa	CA	94558
Best Western Elm House Inn	800 California Blvd.	Napa	CA	94558
Best Western Inn at the Vines	100 Soscol Ave.	Napa	CA	94559
BJ's Nest	109 Woodland Dr.	Napa	CA	94558
Blackbird Inn	1755 First St.	Napa	CA	94559
Brannan Cottage Inn	109 Wappo Ave.	Calistoga	CA	94515
Bridges Rental	152 S Seymour St	Napa	CA	94559
Brilliant Napa Properties Inc	205 First St.	Napa	CA	94559
Brookside Inn & Vineyard	3198 Redwood Road	Napa	CA	94558

Brotemarkle	503 Fulton Lane	St. Helena	CA	94574
Bruce Scharschmidt & Peggy Crawford	702-703 Cottage Drive	Napa	CA	94558
Cabernet Merlot House	1301 Jefferson St.	Napa	CA	94559
California Vacation Club	500 Lincoln Ave.	Napa	CA	94558
Calistoga Arbors	1013 Myrtle St.	Calistoga	CA	94515
Calistoga Inn	1250 Lincoln Ave.	Calistoga	CA	94515
Calistoga Spa	1006 Washington St.	Calistoga	CA	94515
Candlelight Inn	1045 Easum Dr.	Napa	CA	94558
Carl Dene	1220 Edwards Street	St. Helena	CA	94574
Carlin Country Cottages	1623 Lake St.	Calistoga	CA	94515
Carneros Resort & Spa	4048 Sonoma Hwy	Napa	CA	94559
Casa Alta	1105 East Ave.	Napa	CA	94558
Casa de Vigna	1025 Pratt Avenue	St. Helena	CA	94574
Casa LaBloom	1102 Pine St.	Calistoga	CA	94515
Casa Robles	1516 Oak Avenue	St. Helena	CA	94574
Casita Megandina	4463 Sandalwood St.	Napa	CA	94558
Casita Rosa	2122 Second St.	Napa	CA	94558
Castello Victorian Inn	1322 Berry St.	Calistoga	CA	94515
Cecil & Karla Lamberton	1600 Atlas Peak Rd #441	Napa	CA	94558
Cecil & Karla Lamberton	1600 Atlas Peak Rd #398	Napa	CA	94558
Cedar Gables Inn	486 Coombs St.	Napa	CA	94559
Chablis Inn	3360 Solano Ave.	Napa	CA	94558
Chapdelaine	4 Ramona Ave.	Napa	CA	94559
Chardonnay Lodge	2640 Jefferson St.	Napa	CA	94558
Charming Properties	856 Central Ave.	Napa	CA	94558
Chateau De Vie	3250 Why 128	Calistoga	CA	94515
Chateau De Vie	3250 Why 128	Calistoga	CA	94515
Chelsea Garden Inn	1443 2nd St.	Calistoga	CA	94515
Chez Sous Le Bois- Lesley Underwood	2250 Main St.	Napa	CA	94558
Chien Blanc Lodging	1441 2nd St.	Calistoga	CA	94515
Chris Bledsoe	1261 Buhman Ave.	Napa	CA	94558
Chris Young	1629 Seminary St.	Napa	CA	94559
Churchill Manor	485 Brown St.	Napa	CA	94559
Colleen Moore Hosted Vacation Rental	877 Vallejo St.	Napa	CA	94559
Conway Ridge (SOLD)	1725 Elm St.	Napa	CA	94559
Cottage Grove Inn	1711 Lincoln Ave.	Calistoga	CA	94515
Cottage Petite	1452 Ash St.	Napa	CA	94558
Craftsman Inn	1213 Foothill Blvd	Calistoga	CA	94515
Craig Cucinella	1600 Atlas Peak Rd #240	Napa	CA	94558
Crown Vacation Rentals 15 Fairway	15 Fairway Dr	Napa	CA	94558
Crown Vacation Rentals 16 Fairways	16 Fairway Dr	Napa	CA	94558
Crown Vacation Rentals 87 Fairway	87 Fairway Dr	Napa	CA	94558

Crystal Rose Victorian Inn	7564 St. Helena Highway	Napa	CA	94558
Dale STR	1326 Monte Vista Avenue Unit A	St. Helena	CA	94574
David Beatson	1600 Atlas Peak Rd #287 & 288	Napa	CA	94558
David J Soffia	1600 Atlas Peak #481	Napa	CA	94558
Highland House	3 Highland dr.	Napa	CA	94558
De Curtin House	1631 Main St.	Napa	CA	94558
De La Salle Institute – Christian Brothers Retreat	4401 Redwood Road	Napa	CA	94558
De Mar House	2010 First St.	Napa	CA	94559
Deborah Ganz	22 Fairways Dr	Napa	CA	94558
Discovery Inn	500 Silverado Tr.	Napa	CA	94559
Doubletree Napa Valley Hotel	3600 Broadway St	American Canyon	CA	94503
Downtown Splendor	2130 Brown St.	Napa	CA	94559
EGAD Family LLC	1600 Atlas Peak Rd #263	Napa	CA	94558
El Bonita Motel	195 Main Street	St. Helena	CA	94574
Ema Black, LLC	68 Fairways Dr	Napa	CA	94558
Embassy Suites	1075 California Blvd.	Napa	CA	94559
Embrace Calistoga (Luxe)	1139 Lincoln Ave	Calistoga	CA	94515
Enchanted Cottage	1403,1407 Foothill Blvd	Calistoga	CA	94515
Erin and Tim Slack's VR	420 Third St.	Napa	CA	94559
Ethan Brown	489 Fulton Lane	St. Helena	CA	94574
Fabio Komlos	53 Fairways Dr.	Napa	CA	94558
Fairfield Inn & Suites by Marriott	3800 Broadway St	American Canyon	CA	94503
Fanny's	1206 Spring St.	Calistoga	CA	94515
Ferrini Uccello Blu	2117 3rd St.	Napa	CA	94559
Forty Winks on Montecito	497 Montecito Blvd.	Napa	CA	94559
Four Season	400 Silverado Trail	Calistoga	CA	94515
Gaebe House	1481 Center St.	Napa	CA	94559
Gateway Marketing Vacation Rental	472 Seminary St.	Napa	CA	94559
Golden Haven	1713 Lake St.	Calistoga	CA	94515
Hampton Inn & Suites	945 Hartle Ct.	Napa	CA	94559
Hanan Kim	1613 East Ave.	Napa	CA	94559
Harvard House (SOLD)	48 Harvard Ln.	Napa	CA	94558
Harvest Ln. Vacation Villa	2594 Harvest Ln.	Napa	CA	94558
Harvest Inn	1 Main Street	St. Helena	CA	94574
Hawthorn Inn & Suites	314 Soscol Ave.	Napa	CA	94559
Haywood Vacation Rental	1405 C St.	Napa	CA	94559
Heidi Meinke	1880 Adrian St.	Napa	CA	94559
Hennessey House	1727 Main St.	Napa	CA	94559
Henricksen Cottage Rental	1950 Spencer St.	Napa	CA	94559
Heskes Family VM LLC	1125 Division St.	Napa	CA	94559
Hideaway Cottages	1412 Fairway St.	Calistoga	CA	94515

Hideout Hotel Napa Valley LLC	1910 First St.	Napa	CA	94559
Hilton Garden Inn Napa ATTN: Accounting Dept.	3585 Solano Ave.	Napa	CA	94558
Holiday Inn Express & Suites	5001 Main St	American Canyon	CA	94503
Hotel Napa Valley	1556 Polk St.	Napa	CA	94559
Hotel St. Helena	1309 Main Street	St. Helena	CA	94574
Hotel Yountville	6462 Washington St	Yountville	CA	94599
Howell Mountain Estate LLC	415 Cold Spring Rd	Angwin	CA	94508
Indian Springs & Lodge	1712 Lincoln Ave.	Calistoga	CA	94515
Ingrid Champagne & Charles Sheldon	1160 Church Street	St. Helena	CA	94574
Ink House	1575 St Helena Hwy	St. Helena	CA	94574
Inn at Southbridge	1020 Main Street	St. Helena	CA	94574
Inn on Cedar Street	1307 Cedar St.	Calistoga	CA	94515
Inn on Randolph	411 Randolph St.	Napa	CA	94559
Inn St. Helena	1515 Main Street	St. Helena	CA	94574
Ivy Hotel	4195 Solano Ave.	Napa	CA	94558
Jackie Albert Rental	2270 Main St.	Napa	CA	94559
Jackson & Sandra Carr	1172 Hudson Avenue	St. Helena	CA	94574
James & Patricia Stone	2080 Spring Mountain Road	St. Helena	CA	94574
James Murphy & James Bergen	706-707 Cottage Dr	Napa	CA	94558
Jamie & Ted Shuel	980 Allison Street	St. Helena	CA	94574
Janna Waldinger	1225 Division St.	Napa	CA	94559
Jeanne Cabral	2150 Spring Mountain Road	St. Helena	CA	94574
Jerry Pujals	406 Coombs St.	Napa	CA	94558
Jill Russo	940 Brown Street	St. Helena	CA	94574
Karin Alverado	1090 Tamarisk Dr.	Napa	CA	94559
Kasten Rental	308 Ashlar Dr.	Napa	CA	94558
Katherine Ann Batory	1503 E St.	Napa	CA	94559
Kathy Narlow	30 Fairview Dr.	Napa	CA	94559
Kathy Stewart	2711 Illinois St.	Napa	CA	94558
Kearney Street Rental	1407 Kearney Street	St. Helena	CA	94574
Kerry Crile	852 Acorn Way	Napa	CA	94558
Klingbeil Bed & Breakfast	791 White Cottage Road	Napa	CA	94558
Krista Burgdorf	2026 West F St.	Napa	CA	94558
Krista Gavin and Daniel Gomez Gavin	1600 Atlas Peak Rd #355	Napa	CA	94558
La Belle Epoque Suites	1386 Calistoga Ave.	Napa	CA	94558
La Casita	1344 B St.	Napa	CA	94559
La Maison Bleue	2998 First St.	Napa	CA	94558
La Petite Maison	1406 Calistoga Ave.	Napa	CA	94558
Laura's Victorian	284 Brown St.	Napa	CA	94559
Lavender	2020 Webber Ave	Yountville	CA	94599
Life of Riley Properties LLC	1600 Atlas Peak Rd #452	Napa	CA	94558

Lindens Way	2031 Brown St.	Napa	CA	94559
Lora Dutova	3579 Idlewild Ave.	Napa	CA	94558
Magnolia House	406 Brown St.	Napa	CA	94558
Main St. Vacation Rental	2057 Main St.	Napa	CA	94559
Main Street Farmhouse	2531 Main St.	Napa	CA	94558
Maison Fleurie	6529 Yount St	Yountville	CA	94599
Maria Duarte	1400 Cedar Ave.	Napa	CA	94559
Mark G. Heine	167 Sage Way	Napa	CA	94559
Mark Volkov	1136 Hudson Avenue	St. Helena	CA	94574
Marthann Demchuk	1702 Tainter Street	St. Helena	CA	94574
Martin Wong Rentals	1343 B St.	Napa	CA	94558
Massa House	2240 First St.	Napa	CA	94559
McClelland - Priest	569 Randolph St.	Napa	CA	94559
Meadowlark Country House Inn	601 Petrified Forest Road	Calistoga	CA	94515
Meadowood Napa Valley	900 Meadowood Lane	St. Helena	CA	94574
Melissa & Terry Redmond	881 Oak Leaf Way	Napa	CA	94558
Mendez House	1743 Main St	Napa	CA	94559
Meritage Resorts	875 Bordeaux Way	Napa	CA	94558
Mi Casa Su Casa	1900 Trower Ave.	Napa	CA	94558
Milliken Creek Inn	1815 Silverado Tr.	Napa	CA	94558
Modcircle (The Chanric Inn)	1805 Foothill Blvd.	Calistoga	CA	94515
Montecito Vista	435 Montecito Blvd.	Napa	CA	94558
Motel 6 - Solano Ave	3380 Solano Ave.	Napa	CA	94558
Mt View Hotel	1457 Lincoln Ave.	Calistoga	CA	94515
Nancy Giberson	607-608 Cottage Dr	Napa	CA	94558
Nancy Smith	929 Augusta Cir.	Napa	CA	94558
Napa Calistoga Holdings	1503 Lake St.	Calistoga	CA	94515
Napa Cape	380 Brown St.	Napa	CA	94559
Napa Country in the City	1061 Mckenzie Dr	Napa	CA	94559
Napa Farmhouse Inn	1277 St. Helena Hwy, So.	St. Helena	CA	94574
Napa Nice	869 Oak Leaf Way	Napa	CA	94558
Napa River Inn	500 Main St.	Napa	CA	94558
Napa Vacation Bungalow	160 Brown St.	Napa	CA	94559
Napa Vacation Villa	2700 Redwood Rd.	Napa	CA	94558
Napa Valley Escape	544 Monroe St.	Napa	CA	94558
Napa Valley Hideaway	1670 Spring Street	St. Helena	CA	94574
Napa Valley Lantern Inn	4036 Pinot Dr.	Napa	CA	94558
Napa Valley Lodge	2230 Madison St	Yountville	CA	94599
Napa Valley Marriott Hotel & Spa	3425 Solano Ave.	Napa	CA	94558
Napa Valley Railway Inn	6523 Washington St	Yountville	CA	94599

Napa Valley Resorts, Inc.	100 Fairways Dr	Napa	CA	94558
Napa Winery Inn	1998 Trower Ave.	Napa	CA	94558
Napa Yellow House	105 First St.	Napa	CA	94559
Napalacian	1330 Brown St.	Napa	CA	94559
NapaStay LLC 721 Cottage Dr	721 Cottage Dr	Napa	CA	94558
NapaStay LLC 816 Augusta Cir	816 Augusta Cir	Napa	CA	94558
Nora Leeder	64 Fairway Dr	Napa	CA	94558
North Block Hotel/Hotel Luca	6757 Washington St	Yountville	CA	94599
North Napa Short Term Rental	1527 Gordon Dr.	Napa	CA	94558
Notkin	3352 Linda Mesa Way	Napa	CA	94558
NV Hotel & Suites	853 Coombs St.	Napa	CA	94559
NV Properties	115 Paradise Dr.	Napa	CA	94558
OAC 446 LLC	1600 Atlas Peak Rd #446	Napa	CA	94558
Oakville Inn LLC	7433 St Helena Hwy	Napa	CA	94558
Pamela A. McCarthy	1523 G St.	Napa	CA	94559
Pamela Costello	888 Oak Leaf Way	Napa	CA	94558
Pamela Dunn	950 McCorkle Avenue	St. Helena	CA	94574
Paradise Resort Vacation Rental	133 Paradise Dr.	Napa	CA	94558
Pen and Linda Parks	4036 Browns Valley Rd.	Napa	CA	94558
Petit Logis	6527 Yount St	Yountville	CA	94599
Poetry Inn	6380 Silverado Trail	Yountville	CA	94599
Potter's Foothill House	3037 Foothill Blvd	Calistoga	CA	94515
Prager Winery B&B	1281 Lewelling Avenue	St. Helena	CA	94574
Purple Victorian	1526 Third St.	Napa	CA	94559
Quail Mountain B & B	4455 St. Helena Hwy.	Calistoga	CA	94515
Quercusvelutina LLC	864 Acorn Way	Napa	CA	94558
R Inn	623 Coombs St.	Napa	CA	94559
Rancho Caymus Inn	1140 Rutherford Rd	Rutherford	CA	94573
Rentale Silverado Resort AirBnb	601-602 Cottage Drive	Napa	CA	94558
Resa Shore	1401 Banks Ave.	Napa	CA	94559
Retreat on Beach	2329 Beach St.	Napa	CA	94558
Rick Blakeney	95 Fairways Dr	Napa	CA	94558
River Terrace Inn	1600 Soscol Ave.	Napa	CA	94559
Robert Faussner	1600 Atlas Peak Rd #381/382	Napa	CA	94558
Roman Spa	1300 Washington St.	Calistoga	CA	94515
Roo Hoo Rentals	205 South Montgomery St.	Napa	CA	94559
RustRidge Ranch	2910 Lower Chiles Valley Rd	St. Helena	CA	94574
Salmina Estate LLC	1103 Larkmead Lane	Calistoga	CA	94515
Sar Jam LLC	787 Cottage Dr	Napa	CA	94558
Schubiner/ Leigh Family Trust	861 Acorn Way	Napa	CA	94558

Senza	4066 Howard Ln.	Napa	CA	94558
Shady Oaks Country Inn	399 Zinfandel Lane	St. Helena	CA	94574
Shauna Abbott	44 Franklin St.	Napa	CA	94559
Sherrie's Vineyard View Retreat	2595 Patricia Dr	Napa	CA	94558
Shirley Dorsa	879 Oak Leaf Wy	Napa	CA	94558
Silver Albatross	889 Oak Leaf Way	Napa	CA	94558
Silverado (Condo) Dream	868 Oak Leaf Way	Napa	CA	94558
Silverado Resort and Spa	1600 Atlas Peak Rd	Napa	CA	94558
Silverado Resort and Spa # 266 & 267	1600 Atlas Peak Rd #266/267	Napa	CA	94558
Silverado Resort and Spa #221	1600 Atlas Peak Road #221	Napa	CA	94558
Silverado Resort and Spa #271 & 272	1600 Atlas Peak Rd #271/272	Napa	CA	94558
Silverado Resort and Spa #287 & 288	1600 Atlas Peak Rd #287 & 288	Napa	CA	94558
Silverado Resort and Spa #353 & 354	1600 Atlas Peak Road #353 & 354	Napa	CA	94558
Silverado Resort and Spa #374 &375	1600 Atlas Peak Rd #374 & 375	Napa	CA	94558
Silverado Resort and Spa #389 & 391	1600 Atlas Peak Rd 389 & 391	Napa	CA	94558
Silverado Resort and Spa 496	1600 Atlas Peak Rd #496	Napa	CA	94558
Sligo Properties #233 Napa	1600 Atlas Peak Rd #233	Napa	CA	94558
Sligo Properties #239 Napa	1600 Atlas Peak Rd #239	Napa	CA	94558
Sligo Properties #409 Napa	1600 Atlas Peak Rd #409	Napa	CA	94558
Solage Calistoga	755 Silverado Trail	Calistoga	CA	94515
Spanish Villa	474 Glass Mountain Road	St. Helena	CA	94574
SpringHill Suites – Napa Valley	101 Gateway Rd East	Napa	CA	94558
Stahlecker House B&B Inn	1042 Easum Dr.	Napa	CA	94558
Stami's Bed & Breakfast	1443 Silverado Trail	St. Helena	CA	94574
Stan Shuman Living Trust	760 Cottage Drive	Napa	CA	94558
Stanly Ranch Resort	200 Stanly Cross Rd	Napa	CA	94559
Stephen Clark	48 Harvard Ln.	Napa	CA	94558
Sterling Vacation Rental	1523 Meek Ave.	Napa	CA	94559
Steve Clark 1 LLC	583 Montecito Blvd.	Napa	CA	94558
Steve Clark 2 LLC	1725 Elm St.	Napa	CA	94559
Stevenson Manor Inn	1830 Lincoln Ave.	Calistoga	CA	94515
Stoddard House	2230 First St.	Napa	CA	94559
Summit Away	1070 Summit Ave.	Napa	CA	94558
Sunburst (Calistoga Village Inn & Spa)	1880 Lincoln Ave.	Calistoga	CA	94515
Sunny Acres	397 Main Street	St. Helena	CA	94574
Susan M. Scurich, Revocable Trust	1600 Atlas Peak Road, #305	Napa	CA	94558
Susan Moyer	931 Charter Oak Avenue	St. Helena	CA	94574

Sutter Home Winery - Trinchero Family Estates	225 St. Helena Hwy, So.	St. Helena	CA	94574
Tate STR	1764 Spring Street	St. Helena	CA	94574
Terre du Soleil LTD., DBA Auberge du Soleil	180 Rutherford Hill Road	Rutherford	CA	94573
The Anderson (The River House)	1340 Greenwood Ave	Calistoga	CA	94515
The Art House	2136 Laurel St.	Napa	CA	94558
The Banks House	2125 First St.	Napa	CA	94559
The Bergson (Christoper's Inn)	1010 Foothill Blvd.	Calistoga	CA	94515
The Bungalows at Calistoga	207 Wappo Ave.	Calistoga	CA	94515
The Corner Cottage	866 Clinton St.	Napa	CA	94559
The Cottages of Napa Valley	1012 Darms Lane	Napa	CA	94558
The Crown House	2521 Vintage Ct.	Napa	CA	94558
The Farmhouse	300 Taplin Road	St. Helena	CA	94574
The Francis House	1403 Myrtle St.	Calistoga	CA	94515
The George Syrios Inc	492 Randolph St.	Napa	CA	94559
The House Of Hurley	1516 King Ave.	Napa	CA	94559
The Inn on First	1938 First St.	Napa	CA	94559
The Inn on Pine	1202 Pine St.	Calistoga	CA	94515
The Napa Inn	1137 Warren St.	Napa	CA	94558
The Setting Inn	1205 Hillview Lane	Napa	CA	94558
The Vintage Cottage	1775 Pine St.	Napa	CA	94559
Trailside Inn	4201 Silverado Trail	Calistoga	CA	94515
Trumble Residence	582 E. Spring St.	Napa	CA	94559
Up valley inn (Comfort Inn)	1865 Lincoln Ave.	Calistoga	CA	94515
V's B&B	3017 Old Sonoma Rd.	Napa	CA	94558
Valley Oak Inn	2273 Grant St.	Calistoga	CA	94515
Venge STR	1732 Main Street	St. Helena	CA	94574
Vignoble, LLC	2970 Silverado Trail N	St. Helena	CA	94574
Villa Ray El	2700 Redwood Rd.	Napa	CA	94558
Villagio Inn & Spa	6481 Washington St	Yountville	CA	94599
Vineyard Country Inn	201 Main Street	St. Helena	CA	94574
Vino Bello Resorts	865 Bordeaux Way	Napa	CA	94558
Vino Bello Timeshare Owners	865 Bordeaux Way	Napa	CA	94558
Vintage Inn	6541 Washington St	Yountville	CA	94599
Vista Collina Resort	850 Bordeaux Way	Napa	CA	94558
Washington Street Inn	6600 Washington St	Yountville	CA	94599

Wayside Inn	1523 Foothill Blvd.	Calistoga	CA	94515
Wealth Builders Alliance LLC	455 Cross St.	Napa	CA	94559
Westin Verasa	1314 Mckinstry St.	Napa	CA	94559
White House Inn	443 Brown St.	Napa	CA	94559
Wilkinson's Hot Springs	1507 Lincoln Ave.	Calistoga	CA	94515
Wine Country Inn	1152 Lodi Lane	St. Helena	CA	94574
Wine Country Vacations	1550 Ora Dr.	Napa	CA	94559
Wine Valley Lodge	200 South Coombs St.	Napa	CA	94559
Wine Way Inn	1019 Foothill Blvd.	Calistoga	CA	94515
Wise Choice Vacation Rental	1893 Wise Dr.	Napa	CA	94558
Wydown Hotel	1424 Main Street	St. Helena	CA	94574
Yount Ridge Cellars	7400 St Helena Hwy	Oakville	CA	94562
Your Home In Napa	2558 Harvest Ln.	Napa	CA	94559
Zamira Yernazarova	1506 Juanita Ct.	Napa	CA	94559

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 12th day of June, 2025, by and between the Napa Valley Tourism Corporation, a California nonprofit mutual benefit corporation, hereinafter referred to as "NVTC", and Visit Napa Valley, a California non-profit corporation, hereinafter referred to as "VNV", hereinafter collectively referred to as "the Parties".

RECITALS

WHEREAS, on June 15, 2010, the County of Napa formed the Napa Valley Tourism Improvement District (NVTID) in accordance with the provisions of the Property and Business Improvement District Law of 1994 (Streets and Highways Code §36000 et seq., and hereafter "1994 Act"). The purpose of NVTID is to provide a funding mechanism through the imposition on eligible lodging businesses of a 2% assessment on gross short-term rentals to provide for valley-wide marketing and tourist serving programs throughout Napa County; and

WHEREAS, in accordance with the 1994 Act, the County of Napa designated NVTC as the owners' association responsible for managing NVTID funding and implementing NVTID programs; and

WHEREAS, the assessments are required to be expended in accordance with the adopted NVTID Management District Plan ("Plan"); and

WHEREAS, on December 17, 2024, the County of Napa Board of Supervisors approved the renewal of the NVTID in accordance with the provisions of the 1994 Act for a period of ten (10) years; and

WHEREAS, the Napa County Board of Supervisors and the City of Calistoga also made recommendations to NVTC. Among those recommendations was to form an Ad Hoc Governance Committee to conduct a full review and provide recommendations regarding governance structures for NVTC, VNV, and the local governing committees ("LGCs") related to managing the NVTID; and

WHEREAS, in alignment with the Plan, the NVTC and VNV commit to continue discussions of the recommendations to NVTC to come to a memorandum of understanding or separate agreement that would include, but not be limited to, addressing communication between the Parties and the sharing of information; and

WHEREAS, to better execute its role as the Owners' Association for the NVTID while maintaining VNV's role as its independent contractor for the use of assessment funds, NVTC and VNV have conferred to develop the reporting requirements set forth in this Agreement; and

WHEREAS, VNV is willing to provide marketing and tourist-serving programs to NVTC in accordance with the provisions of the Plan and under the terms and conditions set forth herein. NVTC desires VNV to provide marketing and tourist-serving programs to NVTC in accordance with the provisions of the Plan and under the terms and conditions set

forth herein.

TERMS

NOW, THEREFORE, NVTC hereby engages the services of VNV, and VNV agrees to serve NVTC in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 15, 2035, unless terminated earlier in accordance with Paragraph 8 (Termination for Cause); except that the obligations of the parties under Paragraphs 6 (Insurance) and 7 (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 VNV to NVTC shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 13 (Confidentiality), 18 (Taxes) and 19 (Access to Records/Retention).

2. **Scope of Services.** VNV shall provide NVTC those services, and meet all reporting and other requirements, set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. **Method of Payment.**
   (a) Subject to the terms herein, NVTC shall forward to VNV all assessments received by the Napa County Auditor-Controller, pursuant to the NVTID Management District Plan (the "Plan"), monthly, within 30 days of receipt. The Plan, dated June 5, 2024, is on file with the Clerk of the Board of Supervisors.
   (b) Each year, prior to the beginning of each fiscal year, NVTC shall establish a budget for all NVTC administrative costs, including but not limited to, all necessary clerical and legal services, in an amount not to exceed the greater of 1% of the gross NVTID assessment or $100,000. If NVTC's actual costs of administration, clerical, and legal functions exceed the budgeted amount for that fiscal year, the Parties shall meet and confer on an amended budget that shall be presented to the NVTC Board for its approval.
   (c) VNV will hold the NVTC funds in a segregated account and provide a full accounting of both revenues and expenditures on a quarterly basis, or within 30 days of request, to NVTC.
   (d) NVTC will submit invoices for all administrative expenses within seven (7) days of receipt to VNV for payment out of the NVTC segregated account. Remaining funds, if any, may be carried over to be used in future years. Any carry over amount in excess of $10,000 shall be returned to VNV to be used for programs in accordance with the Plan.

4. **Independent Contractor.** VNV shall perform this Agreement as an independent contractor. VNV and its officers, agents and employees are not, and shall not be construed to be, NVTC employees for any reason whatsoever, including but not limited to workers' compensation and employee benefits. VNV shall, at VNV's sole risk and expense, determine the means and methods by which duties imposed on and obligations of VNV under this Agreement shall be performed; provided, however, that NVTC may monitor and have

oversight as defined by this Agreement. NVTC shall not deduct or withhold any amounts whatsoever from the compensation paid to VNV, including, but not limited to amounts required to be withheld or paid for state and federal taxes. As between the parties to this Agreement, VNV shall be solely responsible for its own federal and state tax payments.

5. **Specific Performance.** It is agreed that VNV, including the agents, subcontractors, or employees of VNV, shall be the sole providers of the services required by this Agreement. Because the services to be performed by VNV under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NVTC, in addition to any other rights or remedies which NVTC may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by VNV.

6. **Insurance.** VNV shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, VNV shall provide workers' compensation insurance for the performance of any of VNV's duties and obligations under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTC with certification of all such coverages upon request by NVTC's Risk Manager.

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

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than 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 VNV or any officer, agent, or employee of VNV under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Directors and Officers Liability/Errors and Omissions. Directors and Officers Liability coverage in an aggregate limit of not less than ONE MILLION DOLLARS ($1,000,000).

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 VNV's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 6(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTC, demonstrated by other evidence of coverage acceptable to NVTC, which shall be filed by VNV with the NVTC Secretary prior to commencement of performance of any of VNV's duties; shall be kept current during the term of this Agreement; shall provide that NVTC shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or

material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 6(b)(l) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 6(b)(3) VNV shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTC, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of VNV not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTC shall pertain only to liability for activities of VNV under this Agreement, and that the insurance provided is primary coverage to NVTC with respect to any insurance or self-insurance programs maintained by NVTC. 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 IO 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. Upon request by NVTC, VNV shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to reasonable approval by NVTC, which approval shall not be denied unless NVTC reasonably 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 VNV by this Agreement. At the option of and upon request by NVTC if NVTC determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTC, its officers, employees, agents and volunteers or VNV shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

7. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, VNV shall hold harmless, defend at its own expense, and indemnify NVTC and the officers, agents, employees and volunteers of NVTC from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of VNV or its officers, agents, employees, volunteers, and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful misconduct of NVTC or its officers, agents, employees, or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege or attorney work product privilege.

(b) Employee Character and Fitness. VNV accepts responsibility for determining

and approving the character and fitness of its employees (including volunteers, agents er representatives) to provide the services required of VNV under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, VNV shall hold NVTC and its officers, agents and employees harmless from any liability for injuries or damages, resulting from a breach of this provision or VNV's actions in this regard.

8. **Termination for Cause.** This Agreement may be terminated by NVTC upon a reasonable finding by NVTC that VNV has misappropriated funds, committed malfeasance, or committed a violation of law in connection with its management duties under this Agreement. Either party shall send written notice (delivered in accordance with the provisions of Section 11 of this Agreement) to the other party if either party fails to comply with a material term or condition of this Agreement. The written notice shall include a description of the default. If the party fails to cure the default within thirty (30) calendar days of the date of receipt of the written notice, this Agreement may be terminated.

9. **Disposition of, Title to and Payment for Work upon Expiration or Termination.** VNV shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that VNV shall not be relieved of liability to NVTC for damages sustained by NVTC by virtue of any breach of the Agreement by VNV whether or not the Agreement expired or was otherwise terminated, and NVTC may withhold any payments not yet made to VNV for purpose of setoff until such time as the exact amount of damages due to NVTC from VNV is determined.

10. **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.

11. **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 from time to time. 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.

NVTC	VNV
1001 Second Street, Suite 330 Napa, CA 94559 Attn: Chairperson of the Board	1001 Second Street, Suite 330 Napa, CA 94559 Attn: Executive Director

12. **Confidentiality.** Confidential information is defined as all information disclosed to VNV which relates to NVTC's past, present, and future activities, as well as activities under this Agreement. VNV shall hold all such information as VNV may receive, if any, in trust and confidence, except with the prior written approval of NVTC. Upon cancellation or expiration of this Agreement, VNV shall return to NVTC all written and descriptive matter which contains any such confidential information, except that VNV may retain for its files a copy of VNV's work product if such product has been made available to the public by NVTC. The Parties acknowledge that NVTC is subject to the California Public Records Act (Cal. Government Code Section 7920.000 et seq.), and as such, all records generated, stored or retained by NVTC are public records unless an exemption applies as defined by applicable laws.

13. **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. Only NVTC, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of VNV 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.

14. **Interpretation; Venue.**

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) **Venue.** This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

15. **Compliance with Laws.** VNV shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, VNV and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification,

religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. VNV shall ensure that the evaluation and treatment of employees and applicants for employment are free of discrimination or harassment. In addition to the foregoing general obligations, VNV shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to VNV services or works required of NVTC by the State of California pursuant to agreement between NVTC and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and VNV and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. VNV agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of VNV performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form I-9 (as it may be amended from time to time) is completed and on file for each employee. VNV shall make the required documentation available upon request to NVTC for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of VNV under this Agreement are subcontracted to a third party, VNV shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractors.

16. **Taxes.** VNV agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. VNV agrees to indemnify and hold NVTC harmless from any liability it may incur to the United States or the State of California because of VNV's failure to pay or withhold, when due, all such taxes and obligations. If NVTC is audited for compliance regarding any withholding or other applicable taxes or amounts, VNV agrees to furnish NVTC with proof of payment of taxes or withholdings on those earnings.

17. **Authority to Contract.** VNV and NVTC each warrant hereby that they are legally permitted and otherwise have the authority to enter and perform this Agreement.

18. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

19. **Attorney's Fees.** 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.

20. **Accountability and Transparency.** To ensure the NVTID funds are utilized in accordance with the Plan, the following requirements shall commence July 1, 2025:

a) Fiscal Accountability:

i. Within six months after each fiscal year end VNV shall submit a fiscal year statement of budget and activities to the Napa County Auditor-Controller who shall conduct an annual financial audit report and review of compliance on the use of NVTID funds in accordance with the Plan for presentation to NVTC.
ii. To the extent the LGCs submit their financial reports to NVTC and VNV no later than September 30th of each calendar year, as required by the Plan, VNV shall forward copies of the reports received to the NVTC and Napa County Auditor-Controller within six months after each fiscal year end for inclusion in the financial audit report and compliance review.
iii. After VNV submittal to the Internal Revenue Service each year, VNV shall provide a copy of the filed Schedule J (Form 990) to NVTC, which includes employee compensation information and disclosure of vendors receiving amounts exceeding $100,000 annually.
iv. A minimum of one (1) VNV Board member serving on the VNV Executive Committee and the VNV Chief Executive Officer or Controller shall approve all expenditures of $50,000 or more.
v. VNV's Audit Committee and the Napa County Auditor-Controller shall conduct an annual review of VNV internal control policies & procedures governing financial reporting and compliance.
vi. VNV shall furnish to NVTC, within six (6) months after the end of each fiscal year, a summary of VNV key performance indicators and an annual strategic business plan. VNV shall also furnish to NVTC a long-range strategic business plan every three (3) years.

b) Transparency

i. Subject to Board member participation, a minimum of one (1) VNV Board Member shall serve on both the VNV and the NVTC Board of Directors.
ii. VNV shall notify NVTC within thirty (30) days of any lawsuit, governmental investigation, or of any writing received by the VNV Board that provides information regarding a pending or threatened action against VNV that could materially and adversely affect VNV's ability to perform its obligations hereunder.

21. **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.

22. **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.

[Signatures on next page]

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

Napa Valley Tourism Corporation

By M Addersley

Marcelle Addersley
(print name)

Title: CHAIR - NVTC

Date: 6/12/2025

Visit Napa Valley

By Linsey Gallagher

Linsey Gallagher
(print name)

Title: President + CEO, Visit Napa Valley

Date: 6/12/2025

Napa Valley Tourism Corporation

By

GEORGE A. FOELGER
(print name)

Title: Secretary - Treasurer - NVTC

Date: 6/12/2025

Exhibit "A"

SCOPE OF WORK

VNV shall provide NVTC with the following services, in accordance with all requirements contained in the NVTID Management District Plan ("Plan"):

I. DESCRIPTION OF SERVICES

A. TOURISM PROMOTION ACTIVITIES:

Marketing, sales promotions and other tourist serving activities to increase tourism and to market Napa Valley as a tourist, meeting and event destination. Such services may include, but are not limited to:

Paid Media (Advertising) such as:

- Online/digital advertising
- Print advertising
- Out-of-home advertising (billboards, roadside signage, kiosks, banners)
- Radio advertising
- Events sponsorship and activations
- Production costs for advertising assets

Owned Media (Channels/Platforms) such as:

- Visit Napa Valley website
- Visit Napa Valley social media channels
- Visit Napa Valley newsletters, blogs, content
- Marketing materials (brochures, pamphlets, branded collateral)
- Industry tradeshows, conferences, and activations
- Distribution and fulfillment of marketing and sales materials
- Operation of Valley-Wide visitor information center (located at Napa Valley Welcome Center in Downtown Napa)

Earned Media (Public Relations & Press) such as:

- Public relations outreach (including press bulletins/releases and media leads, crisis communications, etc.)
- Press educational and familiarization trips

Sales (Group and Travel Trade) Programs such as:

- Lead Generation
- Trade Shows
- Sales Missions
- Familiarization Tours

Special Projects and Programming for:

- Destination stewardship programs and initiatives including, but not limited to:
    - Sustainability
    - Hospitality Workforce Development
    - Heritage Tourism

- DEI&A

Organizational Initiatives in Support of Tourism and Hospitality including:

- Industry research, analytics, seminars
- Stakeholder engagement and meetings
- Partner and industry relations
- Global outreach and engagement, such as Great Wine Capitals, Sister City Programs, etc.
- Professional/industry association affiliation
- Communications and advocacy activities to inform and educate the public and local government officials
- Software platforms and applications for business management
- Administrative costs associated with these activities

B. ANNUAL REPORT:

Pursuant to California Streets and Highways Code Section 36650, VNV shall present to the NVTC Board of Directors an annual report at the end of each year of operation. The annual report will include details of NVTID revenues received and expenditures for all its activities, including the LGCs created under the Plan, to the extent the LGCs submit their financial information to VNV no later than September 30th of each calendar year, as required by the Plan. The revenues and expenditures of each LGC shall be listed separately.

The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for the fiscal year.
- A detailed budget identifying the cost of providing the improvements and the activities identified for the next fiscal year. The budget shall be substantially in the form as set forth in attached Exhibit "B."
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments.

Annually, VNV shall also issue:

- A report on expenditures from the previous year. In this report should be details on the impacts of those expenditures on tourism related activities. Such a report should include metrics identifying changes in the occupancy levels of hotels as well as other detailed descriptions of changes in visitors to Napa Valley.
- A report, commencing with Fiscal Year 2026 and annually thereafter, to NVTC outlining any changes to VNV Bylaws and provide binders including VNV Bylaws and Board members.

C. *ACCOUNTING*

Since the funds are being paid prior to proof of expenditure, the Napa County Auditor-Controller requires the following accounting processes to ensure proper internal controls are in place for safeguarding all NVTID funds:

- All revenues and expenditures related to the NVTID assessment must be kept in a separate fund, not to be commingled with any other VNV accounts.
- VNV must keep detailed records (including but not limited to copies of invoices, salary records, any manual calculations considered in use of the funds) of expenditures for which the assessment is used.
- Within 120 days after each fiscal year end (which is June 30 of every year the Agreement is in effect), VNV will submit a full accounting of assessment revenues received, detailed expenditures paid, and the surplus or deficit to be carried over to the following year.

The Napa County Auditor-Controller has the authority to review all financial records of VNV related to the disbursement of County funds, including but not limited to NVTID revenues. If any inappropriate expenditure is found to have been charged against the assessment, VNV shall reimburse the assessment fund.

Upon dissolution of the District, payments associated with the quarter activity prior to the dissolution date will be held until proof of expenditure is provided. As such, a full accounting of that current assessment year will be submitted to the Auditor-Controller for review to verify the current surplus or deficit. All allowable expenditures will be honored on a reimbursement basis until all expenditures through the dissolution date are paid. Any remaining funds not allocated to VNV will be returned to the lodging businesses remitting the assessment in proportion to their contributions over the prior 12 month period.

D. ANNUAL AUDIT OF DISTRICT

VNV shall engage an independent certified public accountant to conduct annual audits of VNV. Any independent certified public accountant selected shall be subject to the approval of the Napa County Auditor-Controller, and the VNV Board of Directors Audit Committee. The audit report must be submitted to NVTC and the Napa County Auditor Controller no more than six (6) months after the end of VNV's fiscal year. All expenses associated with said audits shall be borne by VNV.

E. ROLE OF AUDITOR-CONTROLLER

The Napa County Auditor-Controller shall perform the following on behalf of the NVTID:

- Complete all necessary accounting transactions for the receipt and disbursement of assessments on behalf of NVTC.
- Prepare an annual financial summary report of NVTID within 6 months after fiscal year close, to include VNV, NVTC, and the LGCs, indicating discrepancies, if any, to the independent

audits and financial records of the County, VNV, NVTC, and local jurisdictions, as defined in the Plan.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550

As required by Government Code section 7550, each document or report prepared by VNV for or under the direction of NVTC 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.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1441

TO: Board of Supervisors

FROM: Jennifer Palmer, Director of Housing & Community Services

REPORT BY: Jennifer Palmer, Director of Housing & Community Services

SUBJECT: Napa Valley Made the Rent report

RECOMMENDATION

Receive a presentation regarding the "Made the Rent" report. (No Fiscal Impact)

BACKGROUND

Purpose and Context of Made the Rent Report

Affordable Housing in Napa Valley-particularly rent-restricted, income-based units developed through the Low -Income Housing Tax Credit (LIHTC) program and supported by local investments-serves nearly 2,700 households. These homes form a core part of the county's larger system of housing that is affordable and are a crucial component of the local response to rising housing costs.

High housing costs play a role in various challenges facing the Valley, from workforce attraction and retention, displacement of lower-income families, school disenrollment, and traffic congestion. The high cost of housing is regularly cited as a primary driver of the Valley's drop in in-county workers (or workers who live in the county they work in)-the largest among all Bay Area counties since 2005. Driving this may also be the location of housing that is affordable near lower-wage job centers. Fewer than 5% of California's lower-wage workers work in areas where there are more affordable rentals than low wage jobs. In Napa Valley, this has likely contributed to the loss of 8,000 households making less than $100,000 in the past two decades. Beyond rent relief, Affordable Housing plays a role in Napa Valley's economic stability, community and school life, and climate change strategies.

Not enough is known about Affordable Housing's success in correcting these trends, and what kinds, which locations, and what affiliate services policymakers should prioritize in the development of additional housing that is affordable.

This report is the first of its kind to evaluate whether the cost savings of Affordable Housing have a broader impact on household stability, mental well-being, geographic access, and quality of life. This report does so by identifying specific characteristics of Affordable Housing that residents cite as most critical to their livelihoods.

Drawing on survey data from residents living in LIHTC-supported housing, the study offers a first-time, comprehensive framework for evaluating the value of local Affordable Housing investment beyond rent levels alone.

Major Contributions of this Report

Affordable Housing development requires significant public investment of land, financing, and political will. In an environment where Area Median Income ("AMI") based rents are high in comparison to other CA counties, and Napa Valley residents continue to report financial stress, this can challenge public support. This report provides a more comprehensive means to evaluate how Affordable Housing impacts economic vitality through its interaction with transportation networks, job centers, and local development patterns, allowing policymakers to report success in expanded, more holistic metrics.

Rent-restricted, income-based units are just one part of Napa Valley's larger ecosystem of low- and moderate-cost, subsidized and unsubsidized, affordable rental housing. Traditionally, housing that is affordable has been evaluated on a single dimension focused on rent levels or cost burden relief. This approach can flatten the different benefits provided by these units, from their approach to and eligibility for low rents, rental protections, level of affiliate service and quality of housing, and location. This report expands the evaluation lens, showing that location, stability, and quality are just as vital to residents' well-being and to the regional workforce. The housing that best meets these needs for residents has the chance to best deliver on the region's desired outcomes, like economic stability, community resilience, and health equity. This broader framework allows policymakers to understand and evaluate Affordable Housing as an economic development tool, not just a social service.

The findings suggest that the most powerful impacts of rent-restricted Affordable Housing lie in its capacity to reduce and mitigate financial stress by preserving community ties, expanding access to jobs and services, and minimizing life disruptions caused by displacement or long commutes. The report draws the following conclusions:

1. Job Preservation and Economic Stability: The report finds evidence that Affordable Housing's proximity to jobs is among its major benefits, cited by residents as the primary reason they are able to remain in the regional workforce and/or in their current role, likely mitigating workforce displacement and/or employee turnover.

2. Mitigating Financial Stress At a Moderately Higher Cost to Renters: This study also finds that Affordable Housing is doing more than it was designed to do, picking up the slack in a fragmented housing system and easing financial stress in high-cost markets. Compared to unsubsidized housing that is affordable, deed-restricted units offer residents longer-term protections, and higher-quality standards, in a sub-market prone to housing conversions and unpredictable quality, even if residents pay slightly higher rents to live there. When Affordable Housing units also provide access to amenities and services, these benefits are worth the additional cost to the resident.

3. Addressing System Gaps in a Single Policy: We find that deed-restricted, income-based homes are doing more than capping rents-they are, in many cases, preserving access to job markets, supporting family stability, and allowing working residents to remain close to the communities, schools, and services they depend on. In this way, Napa Valley's Affordable Housing stock helps to solve four core challenges: job retention & economic opportunity, school enrollment, displacement, and climate change-through a single policy and

funding stream. Investment in and development of Affordable Housing has exceptionally broad impact on the Valley's goals.

Key Population Studied

The report focuses on households earning less than 60% of the Area Median Income (AMI) currently living in one of Napa Valley's LITHC-supported rental housing units:

- Extremely Low-Income (ELI): under 30% AMI
- Very Low-Income (VLI): 31-50% AMI
- Low-Income (LI): up to 60% AMI

In Napa Valley, this generally means those earning annual incomes of $61,000 or less for a one-person household or $88,000 for a four-person household and often include home health aides, hospitality and retail employees, entry-level teachers-industries expecting some of the highest growth in upcoming years, according to recent projections. Seniors on fixed incomes and individuals receiving general assistance also comprise major portions of the population of rent-restricted Affordable Housing.

Report Authors and Contributors

"Made the Rent" was commissioned by Napa County's Department of Housing & Community Services on behalf of the Napa County Board of Supervisors and conducted by Generation Housing ("Gen H"). Gen H is a non-profit organization focused on providing public education for decision-makers and policymakers about housing policy solutions to improve the housing system. Gen H conducts research, develops reports, and acts as a regional convener aligning diverse local interests around effective housing solutions to meet local and regional housing goals. In 2024, the Napa County Board of Supervisors commissioned Generation Housing to produce the Napa Valley State of Housing and Housing Need Assessment reports, and Generation Housing is currently working with a Napa Valley steering committee to launch an embedded Napa Valley arm of the organization.

The report survey design and distribution received significant input and assistance from numerous Napa Valley community organizations, including How To ADU, Napa Housing Coalition, Napa Valley Community Housing, CommuniCare+OLE, Selena Polston Consulting, Burbank Housing, Satellite Affordable Housing Associates, EAH Housing, and the Napa Valley Community Foundation.

Procedural Requirements:

No Action Required

FISCAL IMPACT

Is there a Fiscal Impact? No

Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to receive this report.
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.

***Made the Rent* Report - Major Findings: Financial and Non-Financial Impacts**

1. Higher Costs Than the Region's Low-Cost Alternatives But With Tradeoffs

Napa Valley's rent-restricted, income-based Affordable Housing units are roughly 18% to 28% less than median market-rate units of the same size. This makes those units accessible to lower-wage workers who might otherwise be at risk of being priced out of the Valley's housing market.

However, for many, the monthly rent still leaves little room for savings. *Nearly 90% of respondents said they "sometimes," "often," or "always" experience financial stress related to housing costs*. Key findings include:

- Just under half of respondents reported that their rent "never left them with enough" or "sometimes not enough" for other basic household needs.
- 1 in 2 households skipped a bill to pay rent in the past year; 40% skipped meals or reduced grocery spending.
- 6 in 10 residents considered taking on a second job, relocating, or using credit to stay afloat.

This tracks with national findings that many residents in Low-Income Housing Tax Credit (LIHTC) funded housing units continue to experience some level of cost burden. Further, rents in LIHTC-funded units may be slightly higher than what is available in the region's unsubsidized, low-cost market, where older or lower quality units may go for lower rents on the market.

Still, many respondents noted that even when their Affordable Housing rent is slightly higher than previous housing (e.g., living in converted garages or substandard units), the improved quality and stability made the cost worthwhile. As one resident remarked: "We used to live in a garage, and now we live in an apartment." This tradeoff of slightly higher costs for significantly better living conditions was a recurring theme, underscoring that affordability cannot be evaluated on cost alone.

2. Proximity to Jobs and Reduced Commutes Are the Major Benefits

The report finds that proximity to employment provided by Affordable Housing is one of the highest benefits cited by residents and subsequently one of the strongest predictors of reduced financial and emotional stress, even when residents experience other forms of financial stress. This benefit alone stands out as the primary reason residents enjoy their current Affordable Housing unit. Among the residents surveyed:

- A vast majority (nearly 89%) of respondents indicated that their affordable home allowed them to either move closer to their job or avoid having to move farther away.

- Meanwhile, three in 4 respondents (75%) predicted they would be “very likely” or "somewhat likely” to have moved farther away from their job if they had not been accepted into their current home.
- 60% of those who moved closer to work reported experiencing less financial stress, with most reporting stress only “sometimes” or “never.”
- Conversely, nearly 90% of those who had to move farther from work reported constant financial stress.

This geographic stability allows families to reduce commute costs, retain local jobs, and preserve ties to school and childcare, *all of which contribute to broader household stability and mitigates financial stress that may come from living farther from a place of employment.*

3. Access to Amenities and Quality Housing

Living near schools, public transit, and other essential services, as well as the physical quality and space of a home, also correlated strongly with reduced household stress. These findings affirm the value of placing Affordable Housing in high-amenity areas where unsubsidized low-cost housing may be particularly susceptible to aging, low-quality, and conversion or demolition.

- *The share of residents reporting constant financial stress dropped from 25% to just 5% when they gained proximity to key services.*
- 80% of those who experienced improved quality or more space in their new unit reported lower stress.
- In contrast, 45% of those whose housing quality remained unchanged continued to feel stress frequently.
- As one respondent shared: “I am closer to the things and services we need, and obviously there are more resources for what is offered.”

In these areas, deed-restricted homes offer stability, quality, and regulatory oversight that maintain livability over time. Many units constructed or preserved under LIHTC are newer, professionally managed, and subject to inspection standards, offering dignity and livability that cannot be assumed in lower-cost, market-rate options.

4. Community Ties and Long-Term Stability

- Over 80% of residents reported that their Affordable Housing unit allowed them to stay near family or school.
- Residents indicated they would rather take on a second job (35%) or seek rental assistance (20%) than move away to reduce rent.
- Half of all respondents said they expect to save enough for a down payment within ten years, marking a faster savings timeline than typically seen for low-income households.

Made the Rent Report - How This Report Can Guide Policymakers

The value of rent-restricted housing extends far beyond rent relief alone. When designed and located strategically, Affordable Housing serves as an investment in economic resilience, workforce stability, climate goals, educational outcomes, and community well-being. These broader benefits should be factored into how regional leaders plan, prioritize, and fund affordable housing development.

To maximize these returns, Napa Valley's housing strategy must align production of housing that is affordable with workforce retention, climate resilience, economic vitality, and school enrollment stabilization. This means prioritizing housing development according to how well-situated it is to job centers and transit, how effectively it integrates social services that enhance wellbeing, and whether it's located to help families remain rooted in the community.

1. **Expanding affordable housing near job centers** not only eases financial and logistical burdens on workers but also strengthens employers' ability to attract and retain talent in a competitive labor market in sectors with labor-intensive and inflexible work schedules like hospitality and farm labor. Proximity to employment and amenities also reduces financial stress, even when rents are not significantly lower, to the extent that they may help secure, diversify, and give residents' access to job opportunities nearby.
2. **Joining social services with new affordable housing** can help low-income households stay close to their support networks and increase resilience while accessing on-site services like mental health support and case management. To meet this need, local jurisdictions should leverage flexible land use policies to support the development of affordable, service-enriched housing.
3. **Centrally located housing that is affordable and dense can reduce commutes** at a greater impact than other forms of infill development given both the higher rate of public transit use by lower-income residents as well as the typical density of these types of homes. Elected officials can prioritize density by considering the approval processes, minimum lot sizes, and height and parking requirements, all of which may dissuade affordable developers from certain infill sites.
4. **Keeping economic activity and wages circulating within the community** by leveraging Affordable Housing to maintain the low-wage workforce instead of exporting our wages and local tax base to neighboring counties should be a key outcome of any new units. Public-private partnerships, like Napa County's CSA No. 4 initiative, demonstrate how direct investment in affordable housing can stabilize the workforce and support long-term business success.
5. **Affordable housing is essential to stabilizing school enrollment** in Napa Valley, where rising housing costs are forcing families to leave and disrupting local public education systems. Stable, affordable homes, especially near schools, reduce student turnover, which supports academic achievement, consistent funding, and strong school communities. Strategic partnerships between school districts, housing agencies, and nonprofits can align housing development with school access, helping prevent displacement and improve outcomes for children and families alike.

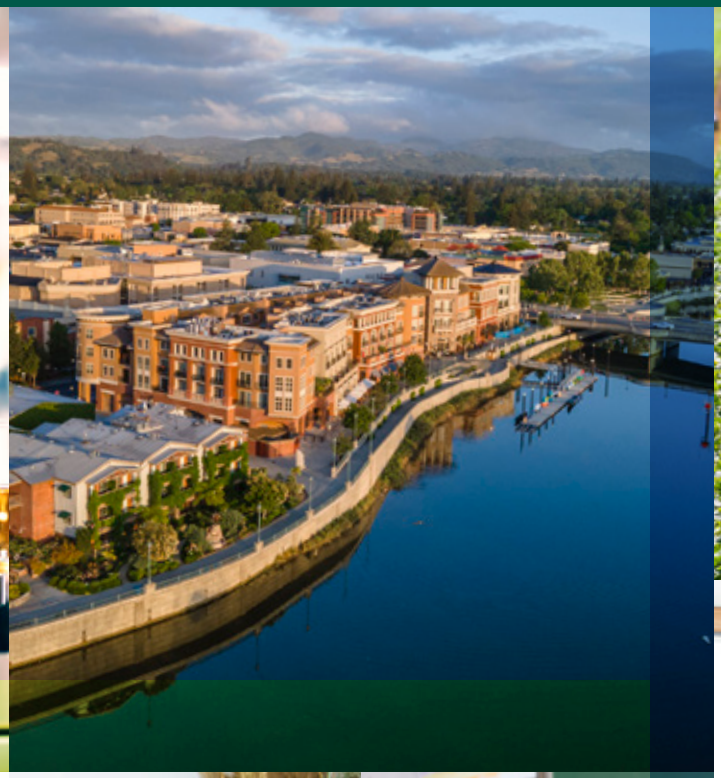
GENERATION HOUSING NAPA VALLEY

Made the Rent

The Human Impact of Housing Affordability in High-Cost Communities

SEPTEMBER 2025









Living at our current home allows us to be closer to work and school, saving money on gas and additional transportation expenses. We're saving money, buying healthier food, and are finally able to set aside something for my child's education. Hemos podido darle mejor educación a nuestros hijos por las excelentes escuelas que tenemos cerca y disfrutamos la tranquilidad donde vivimos. The home is safer, more comfortable, and closer to work and school, which makes a big difference every day. Nos ha ayudado a tener un poco más para ahorrar, estar más cerca del trabajo y los mercados. Aparte para pagar deudas que se hacía muy difícil pagar antes. I will be able to afford a car payment and live close to work and also help to save on gas. Mejor calidad de vida. We can begin to save for our children's education if they decide to pursue a career at a university or college. I'm saving money to move to a cottage in Yountville. Estoy más cerca de la escuela de mi hija y de las tiendas donde compramos el mandado. I am able to live near my family. I can live Independently and not live with others. Estar cerca de cosas que diafruto. Living in a space way bigger than a one bedroom house for three boys and our parents. It's helped so much. We've been able to live a little less check to check and be able to buy our daily needs and of course gifts for holidays. Poder pagar mis viles a tiempo. My kids are more happy

Q: Can you give us an example of how life has improved for you or your household since moving into affordably-priced housing?

with their own room and more space. Estoy menos estresado. We never really had the opportunity to save because there's always something. But without paying too much rent, I think we will be able to save each month. Las escuelas me an quedado cerca. I have lived here in Napa all my life and living here keeps me close to my family and friends which is healthy and keeps me happy. Le he podido dar más tiempo de calidad a mi hija. Less stress, able to save for a rainy day. Estoy mas cerca de cosas y servicios que necesitamos y obvio hay mas recurso para lo que se ofrezca. We can manage better with my husband's income and can meet ends with all of our bills. Live peacefully in a safe environment. Estar cerca de mi trabajo. Having affordable rent has allowed me to make necessary repairs on my automobile. I was able to get my animals back. Más cerca de las escuelas de mia hijos. Since I get to live in the low-income housing, I will be able to afford a car payment and live close to work and also help to save on gas. I can't pay for more nice stuff but I'm happy. We have been able to give our children a better education because of the excellent schools we have nearby and we enjoy the tranquility where we live. I spend less on gasoline. Mis hijas en su infancia fueron muy felices aquí teniendo un lugar seguro donde jugar. Una vivienda estable.



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Foreword



Jen Klose
Executive Director,
Generation Housing

Housing is often treated as a unit-level problem, with each new home solving one household's struggle. But in truth, it is a foundational system that shapes nearly every aspect of our personal lives as well as how cities, counties, and regions link people through their transit, maintain their workforce, enroll students in their schools, and protect their environment. The housing system (or housing "market") is complex, consisting of a variety of housing types, built in different locations, available at different pricepoints, and their production, ownership, maintenance, and sale, lease, or rent is subject to local, state, and federal regulation. If follows, then, no simple fix is possible.

This report, commissioned by the Napa County Housing and Community Services department under the direction of the county's Board of Supervisors, attempts to examine one type of housing solution—Napa Valley's roughly 3,000 rent-restricted homes—on these terms. What problems do these homes solve for residents and how do they fit within a broader system of housing need? It finds that this type of housing, which we term "Affordable Housing," is uniquely equipped to solve a number of problems facing the Valley that few other types of homes are currently addressing at scale: from out-migration of key workforce sectors amidst declining low-cost options to displacement of low-income residents in high-amenity neighborhoods. As part of a system of low- and moderate-cost, subsidized and unsubsidized, short- and long-term rental housing, Affordable Housing fills surprising roles in helping maintain proximity to job markets and stabilize communities that, in the lives of our survey respondents, would be unavailable without commitments to deed-restricted housing from leaders.

At the same time, this report also points to the risks of asking one part of a system—Affordable Housing—to solve all its challenges. Rental relief, we find, is insufficient in high-cost-of-living markets; and while location, stability, and quality of home are trade-offs many residents are willing to make to continue struggling with their household budget, the demands placed on each Affordable Housing location to address all of these issues in one site ignores how other housing types must begin filling these gaps for the Valley's lower-earning residents. Without systemic relief, waitlists for single Affordable Housing units will continue to grow, cost burden will become a permanent entry ticket to Napa Valley, and family displacement will interrupt the education of thousands of current students and generally destabilize the community.

This report exemplifies a commitment to systems thinking by shining a light on all of the residential needs that a single type of housing is working to provide for Napa Valley residents. Yet it also reveals how we may ask too much of this policy solution in a region as high-cost as Napa Valley. It is a reminder that no single policy tool is sufficient on its own, and that true progress lies in understanding how housing systems work—where they succeed, where they fall short, and how they can be strengthened. It's encouraging to see Napa County address this complexity with both honesty and determination.

In partnership,



Introduction: Made the Rent

The Human Impact of Housing Affordability in High-Cost Communities

A Housing Affordability Crisis in Napa Valley

Napa Valley faces a deepening affordable housing crisis. With soaring housing costs and a strong economic demand for low- and moderate-wage labor, low-income residents increasingly struggle to stay in the region.[1] Housing cost burden rates remain historically high, particularly for extremely low-income (ELI) and very low-income (VLI) households.[2] Although subsidized Affordable Housing—such as units financed through the Low-Income Housing Tax Credit (LIHTC) program—provides crucial protection, the supply is far from sufficient. Nearly half of Napa's ELI and VLI households remain unserved by rent-restricted housing, exposing them to unstable rental markets—in terms of cost, quality, and the terms of rental agreements.[3]



As the gap between wages and housing costs widens, the challenge is no longer just to build more of one type of housing, but about understanding the role that Affordable Housing plays in a functional housing system. **Deed-restricted, income-based homes are doing more than capping rents—they are, in many cases, preserving access to job markets, supporting family stability, and allowing working residents to remain close to the communities, schools, and services they depend on.** These are roles that few other forms of housing currently fill. But our findings also point to the limits of relying on Affordable Housing alone to carry this burden. Affordability in high-cost markets cannot rest on one segment of the system. To build long-term resilience, other housing types must begin to take on more of this responsibility.

The Systemic Value of Rent-Restricted Affordable Housing in High Cost Regions

This report presents original research findings assembled by Generation Housing in a survey of residents of rent-restricted, income-based Affordable Housing in Napa Valley, primarily those in Low-Income Housing Tax Credit (LIHTC) homes. These units provide more than rent relief: they act as lifelines for stability, proximity to work, and predictable living environments. In the absence of these protections, many survey respondents reported they would not be able to remain in the region at all.

Still, even with capped rents, financial strain persists for many. Our respondents often described difficulty affording other essentials, highlighting that the true cost of living in Napa Valley exceeds what even subsidized rent levels can fully solve. This suggests that rental relief, while essential, is not sufficient in high-cost regions like Napa. Yet respondents were often willing to bear that continued strain for the sake of reduced commutes, safe and well-maintained housing, and consistent access to school districts and services.

These trade-offs speak to a deeper truth: that Affordable Housing is doing far more than reducing rent burdens. It is stepping in where a functional housing system has fallen short of providing well-located, high-quality homes for low-income workers at scale. It is, in effect, serving as a workforce housing solution, a tool for climate action through reduced vehicle miles traveled, and a community stabilization strategy all in one. But expecting any one housing type to meet all of these needs is unsustainable.

These themes emerge through human-centered, qualitative survey responses that highlight the complex choices residents make when weighing the value of rent-restricted Affordable Housing against other options. Taken together, these responses reveal how much residents depend on a housing system to provide for multiple needs, from geographic proximity to job centers, and long-term rent stability in a sub-market prone to housing conversions, and unpredictable quality. Rather than viewing affordability solely through the lens of rent levels, we evaluate how Affordable Housing interacts with transportation networks, job centers, and local development patterns—and encourage policymakers to evaluate the housing system's success in terms of the metrics that emerge from respondents in our survey.

To unlock the full potential of rent-restricted, income-based units, policies must support affordable housing not just as a financial product, but as part of a holistic regional strategy that balances cost, equitable location, home quality, and sustainability. Our study's findings reinforce this need, and highlight the urgency of moving from isolated housing fixes to integrated housing solutions.

Survey Methodology

To assess these dynamics, Generation Housing conducted a targeted survey of residents in regulated, site-managed Affordable Housing across Napa Valley. Reaching nearly 280 residents from around Napa Valley, the survey focused on financial stress indicators (e.g. difficulty affording food, skipped medical care), quality-of-life factors (e.g. proximity to work and services, home quality), and overall perceptions of value and tradeoffs.[4] Our sample reflects residents in income-restricted housing—particularly LIHTC units—but does not include those living in unsubsidized or informal low-cost affordable housing rentals. Our intent is to offer policymakers a more nuanced understanding of what Affordable Housing delivers in high-cost regions like Napa Valley, and how to more effectively scale its benefits while addressing its limitations.

Recommendations for a Flexible Affordable Housing Solution

This study reveals that the benefits of Affordable Housing to a high-cost region like Napa Valley extend well beyond financial relief for residents. As a powerful tool in the broader housing system, these homes have a unique role to play in workforce resiliency, displacement, climate action, school closures, and community stability. Elected officials, policymakers, and advocates must view these units—and help guide their placement—through these lenses. We must also prioritize a housing system that delivers on the broader benefits of Affordable Housing through as many means as possible, supporting housing that offers proximity to work and amenities, long-term rental stability, and strong communities. Based on our findings, we recommend:

1. Affordable Housing units continue to address the deficit in low-cost homes near low-wage job centers by ensuring residents who are currently in the workforce can maintain jobs without relocating or fear of becoming cost-burdened by housing payments.
2. A steady supply of affordable rent-restricted and unsubsidized rental and for-sale units for both low- and moderate-income residents to counteract the loss of low-cost market-based units to other forms of ownership in order to prevent displacement of Napa Valley's lower-earning households today and in the future through meaningful opportunities to rent and own.[5]
3. The strategic placement of Affordable Housing units near job centers, schools, and high-value amenities to reduce vehicle-based commuting and foster walkable low-income housing sites, ensuring Napa Valley maximizes Affordable Housing as a climate action tool.
4. Keeping economic activity and wages circulating within the community by leveraging Affordable Housing to maintain the low-wage workforce instead of exporting our wages and local tax base to neighboring counties.
5. Stabilizing public school enrollment by keeping families with school-age children in the region, which is essential for the enrollment rates of local public schools.



Glossary and Note on Usage of Terms

Low-income earners: In this study, "low-income earners" refers to households earning up to 60% of the Area Median Income (AMI), including those in the Very Low-income (31–50% AMI) and Extremely Low-income (under 30% AMI) tiers typically eligible for rent-restricted housing. In Napa Valley, this generally means annual incomes up to $61,000 for a one-person household or $88,000 for a four-person household (see California's HCD limits below).

These households may earn income from jobs, government assistance (like TANF), Social Security, unemployment, or disability benefits. In Napa Valley, they often include farmworkers, home health aides, restaurant staff, retail workers, and entry-level teachers.[6] However, as noted below, workers in several of these occupations, including many farmworkers and hospitality workers, earn closer to 60% AMI or more as a result of wages earned from overtime hours and holding two or more jobs within their sector. As a result, very few farmworkers qualify for any government aid right now.

Affordable Housing and other low-cost housing: In this report, Affordable Housing (capital "A") refers to deed-restricted, income-based housing—usually built through programs like the Low-Income Housing Tax Credit (LIHTC)—with rents capped at 30% of a household's income and typically kept affordable for decades.

We also use housing that is affordable (lowercase "a") to describe market-rate units that are low-cost but not government-subsidized—often older, smaller, or less updated homes that still cost around 30% or less of a resident's income.[7] These "naturally affordable" units can be an important housing option, though they may lack formal protections. Both types are considered in this study when referring to where residents lived before moving into Affordable Housing.

Top 5 Occupations by Volume	Annual Income	Monthly Income	Affordable Rent Needed
Farmworkers & Laborers	$36,587	$3,049	$914
Home Health & Personal Care Aides	$32,885	$2,740	$822
Waiters & Waitresses	$34,154	$2,846	$853
Retail Salespersons	$37,918	$3,160	$948
Registered Nurses	$137,259	$11,438	$3,431

Data adapted from the U.S. Bureau of Labor Statistics. Note: the total incomes in this chart do not reflect real annual wages of some professions including farmworkers and several hospitality roles whose wages typically include earnings from overtime or holding two or more jobs within that sector.

Napa County (2025)	1-Person Household	2-Person Household	4-Person Household
Area Median Income	$102,700	$117,350	$146,700
Extremely Low (<30% AMI)	$33,700	$38,500	$48,100
Very Low (31–50% AMI)	$56,100	$64,100	$80,150
Low (51–80% AMI)	$89,750	$102,550	$128,150

Adapted from California Housing and Community Development

More than Rent Relief

How Location and Stability Define the Value of Affordable Housing in Napa Valley

Financial relief is one critical benefit for residents of deed-restricted Affordable Housing. But it's not the only, or even the most significant benefit, according to our respondents. We found some significant improvements in critical household spending among residents of Affordable Housing compared to ELI and VLI residents of the North Bay generally.[8] For example, only 1 in 10 respondents say they skipped a medical appointment in the last year as a result of high rent costs, compared to nearly 4 in 10 ELI and VLI residents in the North Bay generally. Likewise, residents who spent less money on their Affordable Housing unit compared to their prior unit were nearly half as likely to experience financial stress from rent "often" or "always" as those whose rents had not changed.

Yet when narrowly construed, financial relief that affordable rents offer appears indirect and sometimes insufficient for our respondents. **Nearly 9 in 10 residents of Napa Valley's rent-restricted Affordable Housing units sometimes, often, or always experience financial stress because of the cost of their housing.**

And while 4 in 10 Affordable Housing households could cover the cost of their housing if they faced an unexpected payment of $700, those rates hold steady for nearly all ELI and VLI residents of the North Bay among whom 60% say unexpected expenses are the largest sources of worry.

At first glance, this can appear like an underwhelming result. If the singular goal of rent caps is to bring rents to within ranges that HUD and other agencies deem affordable, shouldn't financial relief be a clear outcome of housing that is affordable?



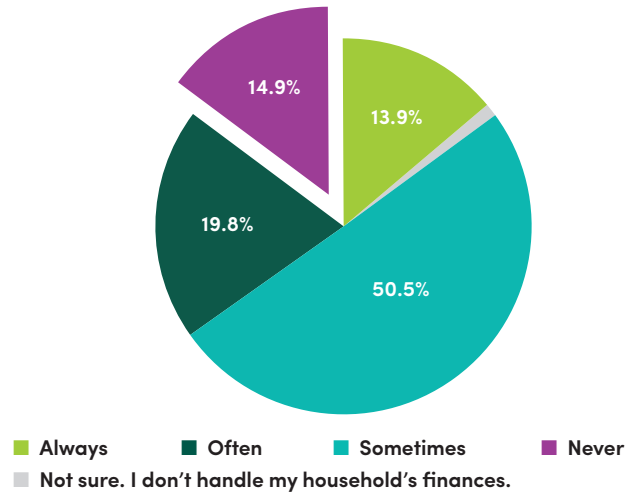


Figure 1. A Majority of Napa Valley's Affordable Housing Residents Still Experience Regular Financial Stress from Paying Rent. Residents were asked how often the current cost of their housing caused them or other members of their household to be stressed about their household's financial situation.

RESIDENT TESTIMONY

Since moving into affordably-priced housing, life has gotten a lot easier. We're saving money, buying healthier food, and are finally able to set aside something for my child's education. The home is safer, more comfortable, and closer to work and school, which makes a big difference every day.

Consistent with national research, we find that financial relief is an outcome for some residents of rent-restricted homes but not all, likely due to Napa Valley's uniquely high costs of living including child care, transportation, and grocery prices. Combined with housing costs that are rising at rates faster than wages in job sectors held by a vast majority of low-income residents, respondents to our survey reflect national and regional data "that more than 40 percent of LIHTC residents pay more than 30 percent of their income on housing."[9] **We found that over the past year, 6 in 10 Napa Valley residents of Affordable Housing had considered taking some action to better afford their rent including taking a second job, relocating, asking for help paying rent, or using credit cards.**

These factors speak to the high cost of living for residents earning lower-wage jobs or fixed incomes in Napa Valley regardless of whether they are residents of Affordable Housing or not. Non-housing costs may minimize the role that lower and restricted rents can play in reducing overall financial stress. If lower income households have less left over at the end of the month than higher earners (even if both are paying the same percentage of their income towards rent), then lower earners are disproportionately stressed by high housing costs compared to their higher earning counterparts.

Yet concerns of financial hardship are not the full picture. Residents share additional positive benefits and widespread relief in their lives beyond financial relief as a result of living in these affordable homes.

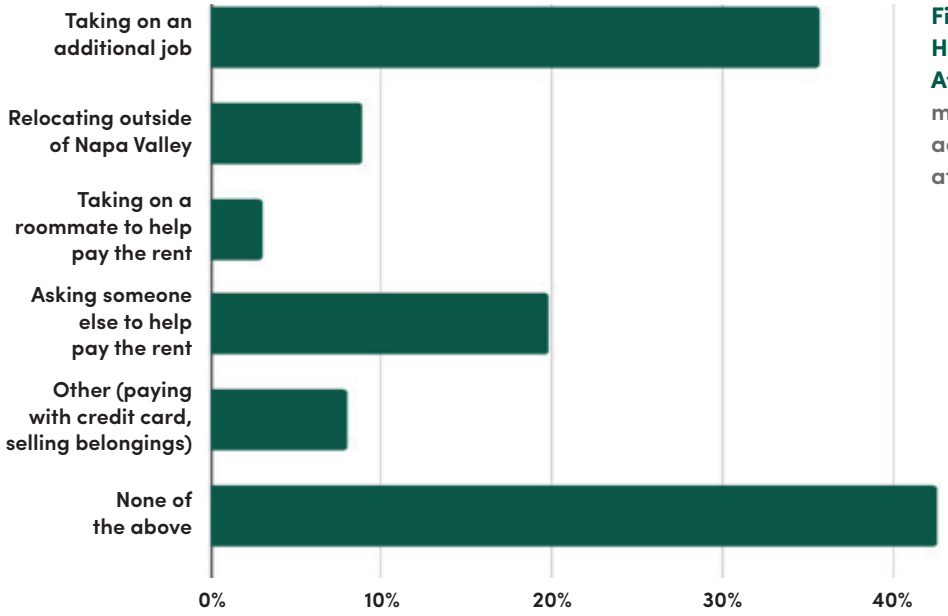


Figure 2. Residents of Napa Valley's Affordable Housing Have Considered the Following Actions to Help Afford Rent. Residents were asked whether they or a member of their household considered any of the following actions since moving into their current home in order to afford the rent and to mark all that applied.

RESIDENT TESTIMONY

First we saved to buy a car and we are still saving for a house but everything is very expensive here in Napa.
Translated from Spanish

We love it here and without rising cost of inflation it would be ideal but even then, it's getting really tight to manage bills without applying for relief in areas.

Each of my children has their own space and although the rent is a little high [and we have] difficulties paying, it is a very safe space.
Translated from Spanish

The UC Berkeley Terner Center for Housing Innovation's 2018 survey of affordable housing residents noted a secondary finding that many who reported paying more for their affordable home than their prior home still considered their new home to be essential to their stability, quality of life, and even their financial success.[10] Why? Because affordability alone was recognized as a tradeoff rather than a fixed quality among some respondents. When tenants had lived in extremely low-cost market-rate units, many were in substandard conditions such as garages or in subdivided homes (or housing that has been divided into smaller units to fit more households into the same amount of space). As one of our respondents noted, "We used to live in a garage and now we live in an apartment." Thus, the additional rent to live in housing that is affordable came with additional benefits that justified the jump in rent and, we might conclude, some financial stress.

In this first section, we define these as non-monetary benefits (proximity to jobs and job opportunities; access to high-value amenities like healthcare, childcare, and school; and quality of housing) that all merit value to residents even when they come with added financial cost and stress. Rent-restricted homes whose prices are comparatively higher than low-cost market rate housing nonetheless may offer chances to remain near jobs, remain within familiar communities, and afford housing quality that is not guaranteed on the private market.

This framework allows us to reframe rent-restricted Affordable Housing benefits as a set of tradeoffs that residents weigh carefully. Here, proximity of homes to jobs and other amenities may mitigate slightly increased cost and subsequent financial stress. We can consider these benefits to be resiliency factors that make rent-restricted Affordable Housing units uniquely valuable and well-positioned to bring added benefits to Napa Valley. These benefits may be especially critical when taken in a context of rising housing costs, high job demand among lower-wage sectors, and significant displacement that has pushed out lower-wage residents. **In sum, affordable housing's affordability may not be its greatest benefit.**

In the following section, we show that access to rent-restricted Affordable Housing is benefitting low-income residents who are at greatest risk of displacement or even homelessness. Location may be the de facto driver of the value of housing that is affordable. We also show interactive effects in which location can reduce financial stress even when residents report paying more than they can regularly afford.

RESIDENT TESTIMONY

Living at our current home allows us to be closer to work and school, saving money on gas and additional transportation expenses. It also helped us not to be homeless and have good living conditions.

It has helped us to have a little more to save, to be closer to work and the markets. And also to pay debts that were very difficult to pay before.

Translated from Spanish

Location as Relief: Affordable Housing Near Jobs Supports Economic Resiliency

Location and quality of home should not necessarily be understood as factors separate from financial relief, but rather as closely connected to those goals. For example, if location helps a resident maintain their job, it might contribute directly to increased income and financial stability.

Our survey reveals a compelling connection between the location of rent-restricted Affordable Housing units and the well-being of its residents, particularly in relation to job proximity and financial stress. Over 8 in 10 respondents reported that their Affordable Housing unit allowed them to either move closer to their job, school, or family, or avoid moving farther away—highlighting location as a common benefit of Affordable Housing. This finding aligns with broader research showing that whereas most long-distance commuters (defined as commutes of 50 miles or more) accept longer travel distances in exchange for higher-wages and lower-cost housing, lower-wage workers do not enjoy this tradeoff and therefore depend on the availability of affordable units in close proximity to their jobs.[11] In regions like Napa Valley, where in-county workforce residency is rapidly declining, the mismatch between affordable units and low-wage job centers becomes even more pronounced.

Critically, our survey shows that residents who moved closer to work experienced significantly lower rates of financial stress: **only 6% of those who moved closer reported always feeling financial stress, compared to nearly 100% of those who moved farther.** In fact, 70% of residents living closer to work said they felt financial stress "never" or only "sometimes," pointing to job proximity as a meaningful buffer against financial strain. These findings reinforce the need to prioritize the preservation and production of rent-restricted Affordable Housing in job-rich areas, not only to reduce commute times and support employment retention, but also to alleviate the broader financial burdens of commuting faced by low-income households.

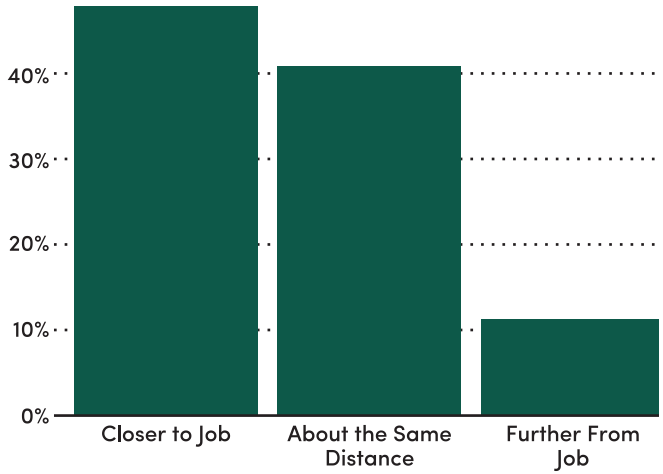


Figure 3. A Vast Majority of Residents Report that Their Affordable Home Allowed them to Move Closer to or Remain Close to Jobs. A vast majority (nearly 89%) of respondents indicated that their affordable home allowed them to either move closer to their job or avoid having to move farther away.

These findings are notable given that in other California regions "only 4% of lower-wage workers work in areas where the number of affordable rentals exceeds the number of low wage jobs," a trend that did not apply to medium-wage and higher-wage workers for whom cost-appropriate housing near their jobs was proportionately plentiful.[12]

Affordable housing is critical for the health and stability of the Napa workforce. Like many parts of California, we are facing a housing shortage in our community. It takes all of us—local organizations, builders, community members and government officials—working together to find unique solutions that spur development.

From reducing stress and commute times to allowing more time for exercise and community involvement, the health benefits of working and living in the same community are well known. In line with our vision, Health for a Better World, we are committed to supporting housing efforts that allow us to retain and attract top talent to our medical center while having a positive impact on the health of our workforce and our environment.

Dr. Amy Herold, CAO and CMO at Providence Queen of the Valley Medical Center

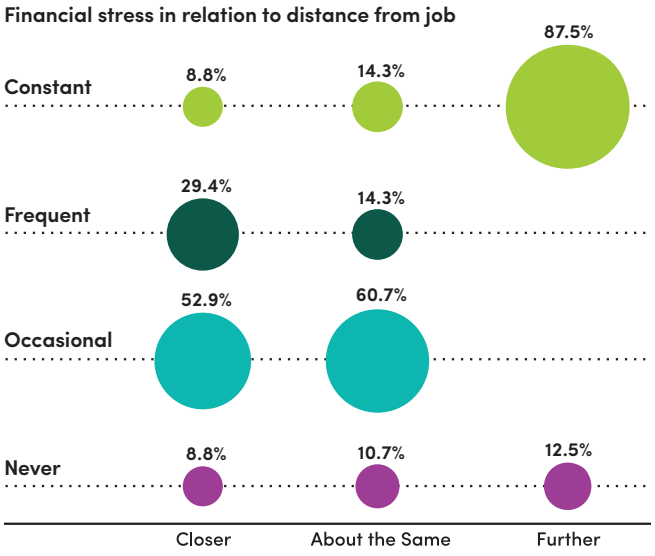


Figure 4. Living Closer to Jobs Helped with Financial Stress. More importantly, we find that the location of affordable homes relative to the jobs held by residents may mitigate rates of financial stress experienced by residents. Nearly 9 in 10 residents who had moved farther from their job than their prior home reported experiencing stress related to household finances nearly constantly compared to only 14% of those who had stayed the same distance and only 9% of those who had moved closer to their work because of their new home.

Rates of stress skewed towards low and infrequent among those who had reported moving closer to their job or had maintained the same distance in their new home, across unit-type, expense level, and unit location. Sixty percent of residents who reported that rent-restricted Affordable Housing allowed them to move closer to their job said they experienced financial stress only "sometimes" or "never" while only 12% of those who had moved farther away reported similar levels of low stress. Some of the strongest correlation we see to lower financial stress was proximity of home to job.



Figure 5. Among Residents Who Said Location to Job Was a Benefit We See Mitigated Financial Stress. Only 9% of residents who had ranked greater proximity to their job as a benefit of their new affordable unit felt financial stress constantly, a seven percentage point decrease from those who did not rank this as a benefit. More residents who had ranked greater proximity to their job as a benefit of their new affordable unit (60%) felt only occasional financial stress than those who had not ranked this as a benefit at all (47%)

RESIDENT TESTIMONY

We can begin to save for our children's education if they decide to pursue a career at a university or college.

I'm saving money to move to a cottage in Yountville.

We are able to save a bit of money. We never really had the opportunity to save because there's always something. But [without] paying too much rent, I think we will be able to save each month.

Preventing Workforce and Resident Relocation Through Affordable Housing

Access to rent-restricted Affordable Housing benefits residents with proximity to more than just jobs, according to our respondents. Simply remaining in the community of their choice is a non-monetary benefit of their affordable home. This is especially true as lower-income households seek lower-cost housing well outside of city centers and commercial corridors. Since 2005, Napa Valley has lost 8,000 households making less than $100,000.[13]

Rent-restricted Affordable Housing plays a key role in preserving community ties for low-income residents. **More than two-thirds of survey respondents—especially families with children—indicated they would have been "very likely" or "somewhat likely" to move farther away had they not secured their current home.** This aligns with broader Generation Housing data showing that fears of displacement are common among extremely and very low-income households, especially those who do not live in housing that is affordable, with nearly half of ELI residents regularly worried about having to move.[14] However, once in their new Affordable Housing unit, only 1 in 10 residents in our survey reported seriously considering relocation, a much lower rate than ELI and VLI residents generally (see Figure 8 on page 15).

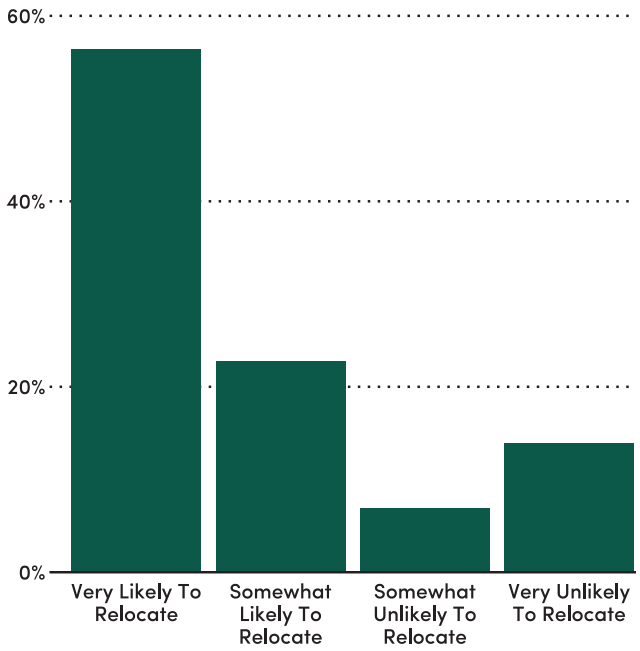


Figure 6. Without Access to their Current Home Most Residents Would Have Been "Very Likely" to Move Farther Away. Three in 4 respondents (75%) predicted they would be "very likely" or "somewhat likely" to have moved farther away if they had not been accepted into their current home. Additional examination showed that between half and two-thirds of those households most likely to move are families with children.

The demand for low-income housing has gone up 100% among our members but the percentage of units that are reserved for low-income residents is not keeping up with demand. We see many families who do not want to move from the Napa Valley because of the connections they have made here with doctors and school teachers. The tradeoffs that families make in order to make this work aren't just reflected in household budgets but in the steps families take, like driving kids to multiple schools, cutting extra goods like cable television, or going to food banks.

Members of On the Verge, a place-based leadership development program organized by On the Move (in conversation with our interviewer)

When faced with potential rent increases, residents were more likely to consider cutting expenses or finding additional income before moving, reinforcing our finding that location may be a tradeoff residents of Affordable Housing are willing to make for additional financial stress and further suggesting that Affordable Housing's ability to offer proximity to work and amenities may be its greatest benefit to respondents. In high-cost regions like Napa Valley, where housing pressures are acute and homelessness risk remains high, rent-restricted Affordable Housing offers one of the few remaining pathways for low-income households to live and remain in the communities where they work and belong.

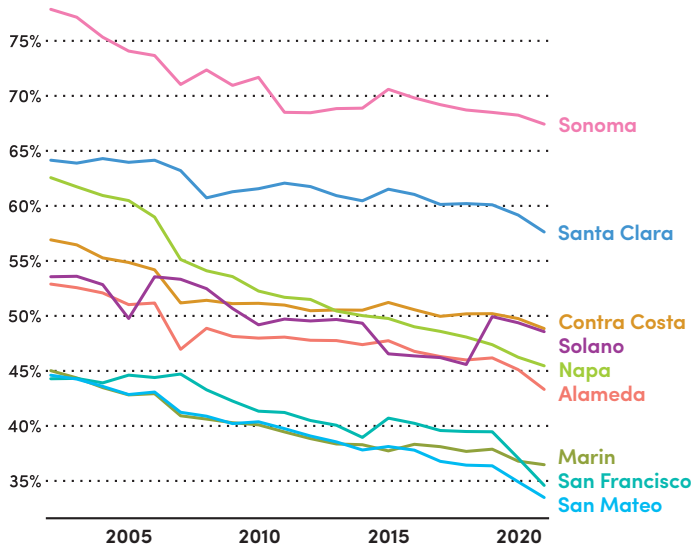


Figure 7. Decreasing Share of Workforce Residents Across All Job Sectors Live In-County, 2002-2021.[15] Out-of-Valley healthcare employees grew in total from about 2,000 in 2010 to 6,000 today and now make up the majority of workers in that sector.[16] Our findings suggest rent-restricted Affordable Housing may be a tool for preventing this relocation.

As we've noted in our Napa Valley Housing Needs Assessment report, Napa Valley has seen the largest drop in in-county workers—workers who live in the county they work in, as opposed to workers who do not live in the county they work in—among all Bay Area counties. This is most pronounced in fields with lower-wages including hospitality/accommodation and healthcare workers, who have seen the largest increase in employees living outside of the Valley since 2002.

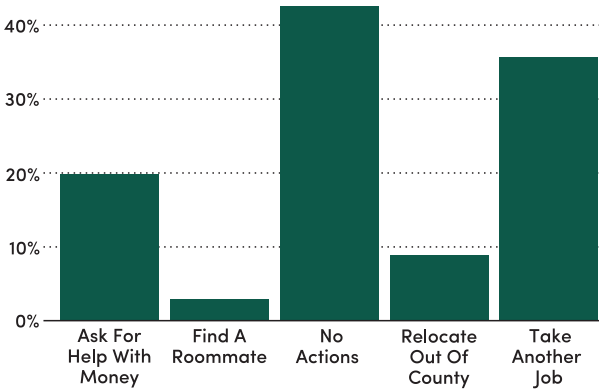


Figure 8. Very Few Residents of Affordable Housing Considered Moving from Their Current Home to Help Them Better Meet Rent. Fewer than 10% of rent-restricted Affordable Housing residents we surveyed had considered moving from their current home in the last year even when considering it as a way to reduce rental cost burden; more residents who had considered some action to ease cost burden favored other options first such as taking on another job (35%) or asking for help with rent (20%). Our data suggests that location may not be something residents are willing to sacrifice, even when it is among several options for reducing housing cost.

This rate of potential displacement compares favorably to the nearly 45% of ELI residents overall and 58% of VLI residents of the North Bay who were regularly worried about needing to move from their home due to rent increases.[17]

Affordable housing functions as a safety net for Napa Valley's lowest earning households, but less so in terms of monthly financial relief. Instead, rent-restricted Affordable Housing in Napa Valley provides some of the last remaining options for low-income households to live where they work, attend school in the same district, and have family nearby. Without it low-income households would likely move elsewhere (out of Napa Valley) or have never been able to live where they do now.

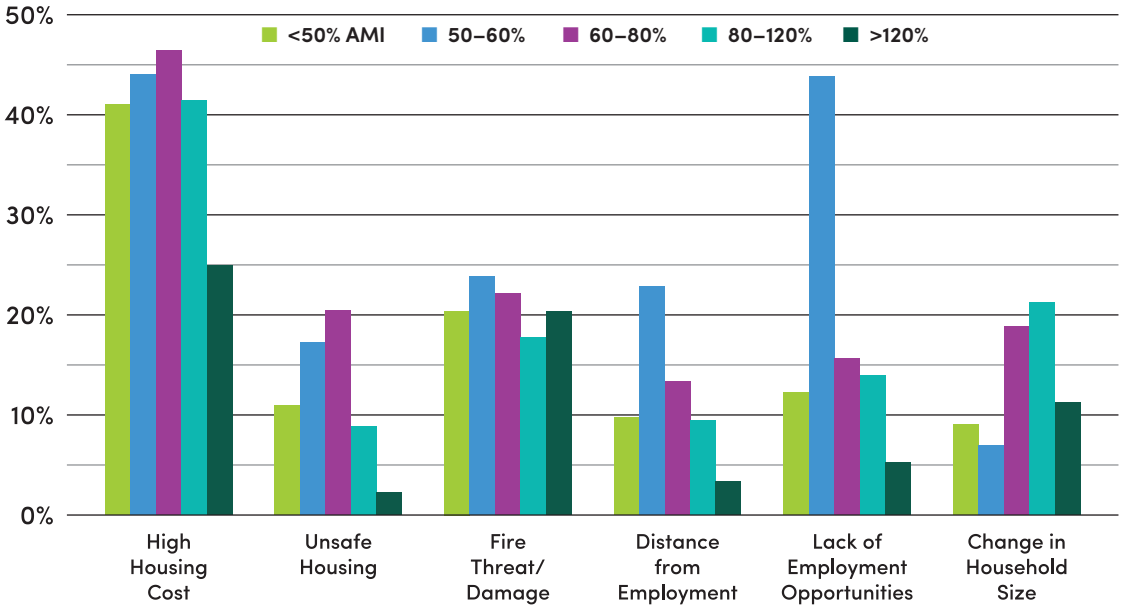


Figure 9. Affordable Housing Provides Greater Certainty in a Market Where High Housing Costs Are the Most Common Reason for Considering Relocating. This helps a population already at risk: The most common reason that North Bay's ELI and VLI residents cited for having to move was high housing costs, at higher response rate than unsafe housing, distance from job, or change in household size.[18]

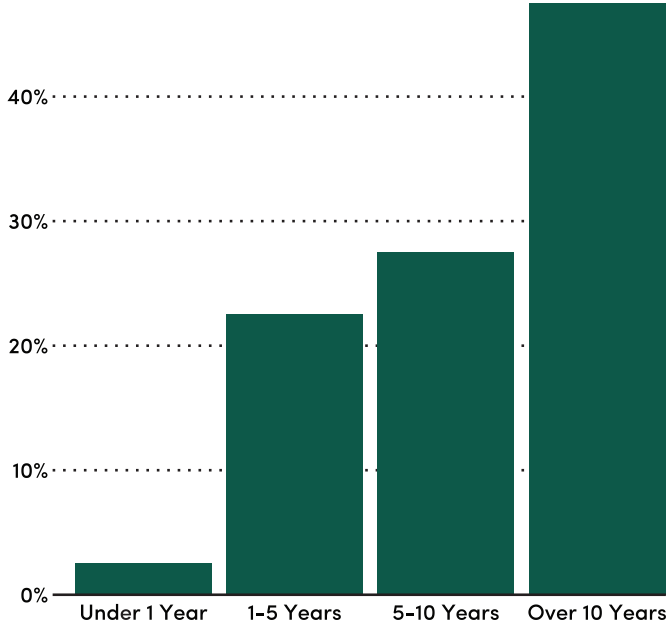


Figure 10. Half of Respondents in Affordable Housing Believe they Will Save for a Down Payment In 10 Years or Less. Two out of 10 residents of Affordable Housing believe they can afford to buy a home with savings from their current residence within 1-5 years while another 28% believe this can be done within 5-10 years. This marks a significant improvement in timeline to save among lower-earning households. Minimum wage earners may take up to 20 years to purchase a home in many areas, suggesting that rent-restricted Affordable Housing units can significantly shrink the timeline for its residents to save for a down payment.[19]

RESIDENT TESTIMONY

I can live Independently and not live with others in possibly challenging living arrangements. I am disabled, so I don't have to worry about my slow and set ways imposing on others.

More space in my home and I was able to buy my car.
Translated from Spanish

I am closer to my daughter's school and the stores where we buy groceries."
Translated from Spanish

My kids are more happy with their own room and more space as we are a family of 5 and come from a 1-bedroom apartment.

Access to Amenities and Quality of Home Enhances Housing Outcomes

Rent-restricted Affordable Housing plays an important role in improving quality of life through better location and housing conditions. Residents who moved closer to amenities such as schools and child care, transit hubs, and shopping reported markedly lower stress levels: 62% experienced financial stress "never" or only "sometimes," compared to just 40% of those who moved farther away. **Most strikingly, the share of residents reporting constant stress dropped from nearly 25% to just 5% when they were able to move closer to key services and resources.**

Similarly, over 80% of residents who experienced improved housing quality or space reported lower stress levels, while 45% of those without such improvements continued to feel stress often or always. These outcomes suggest that rent-restricted units, which are typically newer, better maintained, and subject to rigorous quality regulations, provide more than affordability. They also offer stability, dignity, and access to the resources that support the well-being of the residents. In contrast to naturally occurring housing that is affordable, which often are older or substandard homes, rent-restricted units such as those constructed under the LIHTC program serve as a safeguard against the erosion of non-restricted low-cost rentals, particularly in high-resource areas facing housing pressures that could lead to for-sale conversions. These units not only meet immediate housing needs but also act as a buffer against the broader loss of accessible, high-quality housing options for low-income families.

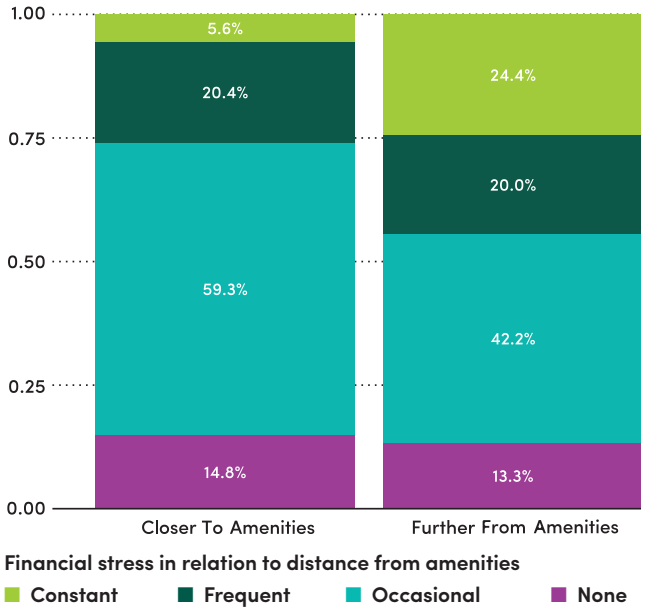


Figure 11. Proximity to Amenities Reduced Financial Stress. Seventy-five percent of residents who moved closer to amenities never or only occasionally felt stress versus 55% of those who had moved farther. Rates of feeling stress all the time dropped from nearly 25% to 5% when moving closer to amenities.

To get a sense of what proximity to amenities like schools means for respondents, consider one survey participant who noted that the move into an affordable home changed their and their family's schedule. "We lived in over 6 houses in 3 years and [my children] were already 1 hour away from their school. We came home at 10:00 at night every day and [my children] didn't get enough rest. Thanks to this home, they have changed their lives." *(Translated from Spanish)*

RESIDENT TESTIMONY

Overall super better. Living in just a space way bigger than a one bedroom house for 3 boys and our parents. It's helped so much... We've been able to live a little less check to check and be able to buy our daily needs and of course gifts for holidays.

The schools are close to me.
Translated from Spanish

I am closer to the things and services we need and obviously there are more resources for what is offered.
Translated from Spanish

First we saved to buy a car and we are still saving for a house but everything is very expensive here in Napa.
Translated from Spanish

Rent-restricted affordable homes may serve as a bulwark against long-term "decline in low-cost rental units... from rent increases, conversions of rental units to other forms of ownership, and building demolitions that have not been counteracted by construction of additional affordable units," as their deed-restrictions typically span generations.[20] This is especially critical in high-amenity areas where market-rate conversion pressures are highest. Proximity to high-amenity areas for low-income residents may rank among rent-restricted Affordable Housing's most valuable features, and thus one that residents consider as a worthy tradeoff for reducing financial stress.

We might also not be surprised to see quality noted among the benefits of rent-restricted units. Naturally-occurring housing that is affordable may offer rents that are below-market rate because they are "older, smaller, [or] substandard in some way."[21] Although rent-restricted units such as those produced under LIHTC may offer less choice than the options available via rental assistance programs, which allows residents more control over the housing type they choose, LITHC homes historically offer better management and must meet particular standards—both of which might contribute to the greater likelihood of people being more satisfied with their home and thus viewing it as a comparative tradeoff for slightly higher rents.

LITHC units therefore have a unique role to play in elevating the quality of low-cost housing options and to serve as a protection against the loss of low-cost homes to market-rate conversions, especially in high-amenity regions in Napa Valley's cities and towns.

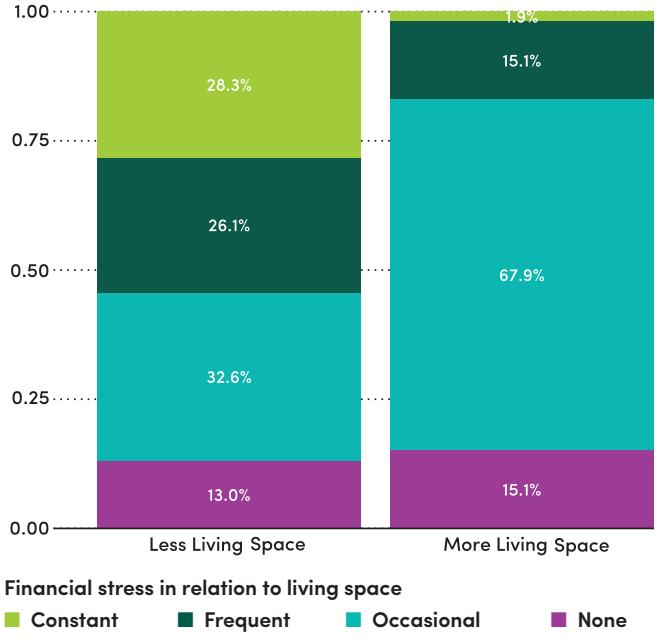


Figure 12. More Space in Current Home also Reduced Financial Stress. Nearly 4 in 5 residents (83%) whose rent-restricted Affordable Housing unit provided some improvement or upgrade to their space reported low ("no stress" or "occasional stress") financial stress versus only 45% of those who had not seen an improvement in their space. Rates of feeling stress all the time (often or always) dropped from nearly 55% to 17% among residents who had seen an improvement in housing quality.

When Affordability Doesn't Mean Financial Relief

Why Financial Strain Persists in Affordable Housing

While Affordable Housing is often assumed to provide direct financial relief, our findings suggest that this benefit isn't always the primary outcome of residency in a rent-restricted unit. Occasionally, financial relief is an indirect outcome of other benefits. In fact, the clearest advantages reported by residents were non-monetary, rather than a sense of financial breathing room. As discussed in the introduction, we approached this research with a broad lens, looking beyond rent levels alone to assess the full scope of value rent-restricted Affordable Housing may offer. Still, when it comes to reducing financial stress, our survey shows that residents of rent-restricted Affordable Housing experience challenges at rates comparable to low-income renters in general. For many, rent-restricted homes seem to enable basic survival—but not necessarily long-term stability or financial growth.



Financial relief remains elusive for so many residents because of the complexity of the conditions that shape household budget stress. Income levels vary widely within eligibility brackets as do the types and stability of income. Meanwhile, non-housing expenses—like childcare, transportation, healthcare, and food—remain high, especially in regions like Napa Valley.[22] Even when housing is subsidized, its location relative to jobs, schools, and services can significantly affect a household's broader financial outlook. These intersecting factors help explain why Affordable Housing, while essential, doesn't always deliver the consistent financial cushion its name implies.

Affordable Housing serves a region's lowest-wage and income earners. In its last update in 2023, HUD classified 95% of households in any kind of subsidized housing as VLI and ELI earners—suggesting that residents are not just low-income earners but those earning the lowest wages in a given region.[23] Across these income categories, the median household income in California's LIHTC housing was found to be just above $23,000 a year.[24]









Capturing financial need across all housing and non-housing expenses depends on self-reporting from residents that can be complicated by the fact that residents identify "need" by subjective standards that can differ widely from one another. This survey sheds additional light on what many housing providers and government subsidy providers within the county have known for awhile: that need for housing assistance may be higher than residents of Affordable Housing typically acknowledge and thus typically ask for. For example, applicants to several county programs such as The Season for Sharing Program and the Stable Housing & Community Resilience Program, which respectively provide one-time and monthly grants to assist with rent and other housing costs, typically ask for less than they need. Whether due to the belief that others' needs are higher or a result of underestimating their own level of need, these findings exemplify how relying on self-reported need has drawbacks. Framing questions around the level of financial stress and worry may avoid these challenges by shedding light on the impact of housing cost on financial stress without asking residents to quantify need.

Consistent with research from the Terner Center, the slight majority of working-age LIHTC respondents were employed. Non-wage earning residents may receive income from the Temporary Assistance for Needy Families (TANF) program, general assistance, or emergency assistance payments and others; Social Security payments; insurance benefits; pensions; interest or dividends; and payments in lieu of salary like worker's compensation, severance, unemployment, or disability.

Yet it may be the structure of the LIHTC program, especially when compared to other types of housing subsidies and assistance, that inhibits its ability to support residents's financial security. Unlike programs where the cost of rent is tied directly to a household's specific income (typically capped at 30% of income), LIHTC uses a tiered structure based on Area Median Income (AMI). Units are priced at 30% of fixed AMI tiers regardless of a tenant's actual income. However, because AMI tiers are wide in scope, with a single tier ranging from $80,000 to $48,000 in annual income, this can result in rent levels that are over the 30% target for residents at the lower end of a given tier. For example, a three-person Very Low-Income (VLI) household in Napa Valley may qualify under the 50% AMI cap of $72,150, allowing a unit to be priced at $1,803/month. But if that household earns closer to the lower end of the tier—around $44,000—they can only afford about $1,100/month, creating a significant rent gap.

While LIHTC avoids penalizing income mobility—since rent doesn't increase as income increases—it also means that the lowest-income residents face higher rent burdens. In fact, the Terner Center found that around 40% of LIHTC tenants pay more than 30% of their income on rent, mirroring national trends. Still, it's important not to conflate LIHTC's benefits—like housing stability or protection from displacement—with financial relief. Instead, the security of staying in place, even without deep subsidies, offers meaningful support to low-income residents beyond traditional affordability measures.

At Community Action of Napa Valley, we've seen a significant increase in demand across all of our food access programs. Many of our clients are making impossible choices between rent and groceries—some skipping meals entirely to keep a roof over their heads. The rising cost of housing is directly impacting food security in our region and putting immense strain on local food pantries that are already stretched thin.

Lisa DeRose-Hernandez, Program Director at Community Action of Napa Valley

The Gap in Relief: Financial Stress Persists Despite Affordable Housing

Contrary to expectations, many low-income residents in Napa Valley's rent-restricted Affordable Housing do not experience full financial relief from their housing costs. While housing that is affordable is often viewed as a stabilizing force for low-income households, **just under half of respondents reported that their rent "sometimes" or "never" left them with enough for other basic household needs.** Nearly 90% of residents experience financial stress "sometimes," "often," or "always" due to housing costs—rates that closely mirror low-income residents who live in all housing types. Moreover, 70% of respondents said they had skipped paying a bill to afford rent, and over half had foregone meals or groceries—indicators of severe cost burden consistent with statewide trends.

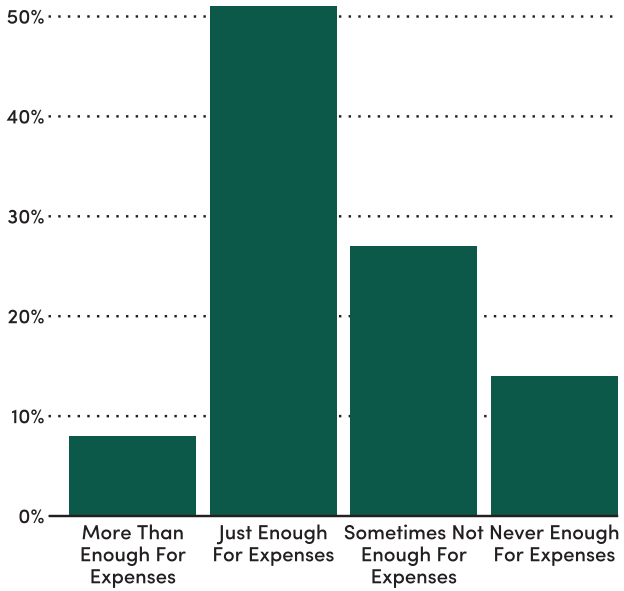


Figure 13. Housing Costs Rarely or Never Left Affordable Housing Residents with Sufficient Funds to Meet Household Needs. Just under half (43%) of our respondents revealed that their housing costs never or only sometimes left them with sufficient funds to meet household needs at the end of each month. A full 92% said they never had more than enough for other expenses after paying rent.

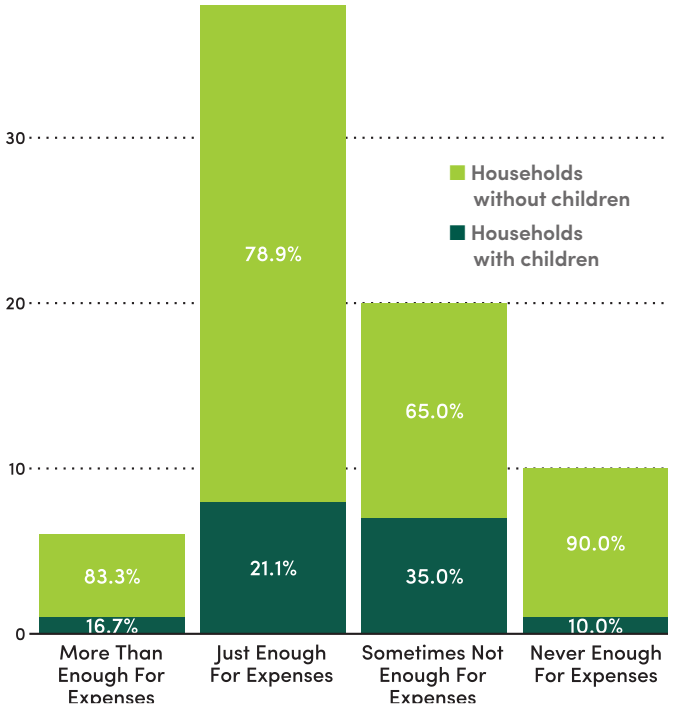


Figure 14. Many Households Who Regularly Reported Insufficient Funds Left to Cover Expenses Were Families. Of those households who sometimes didn't have enough leftover to meet other expenses, 1 in 3 were households with children under 18.

When asked about a modest rent increase of $150, a majority said they would need to cut a major expense or take on additional work, with 1 in 4 indicating they would need to move. These findings suggest that Napa Valley's rent-restricted Affordable Housing, while offering critical stability, may fall short of delivering the baseline level of financial relief that advocates and policymakers often assume it provides. Organizations such as Community Action of Napa Valley as well as other food banks and reduced-cost providers of essentials step in to offset household spending via increased access to low and no cost food in the Valley.

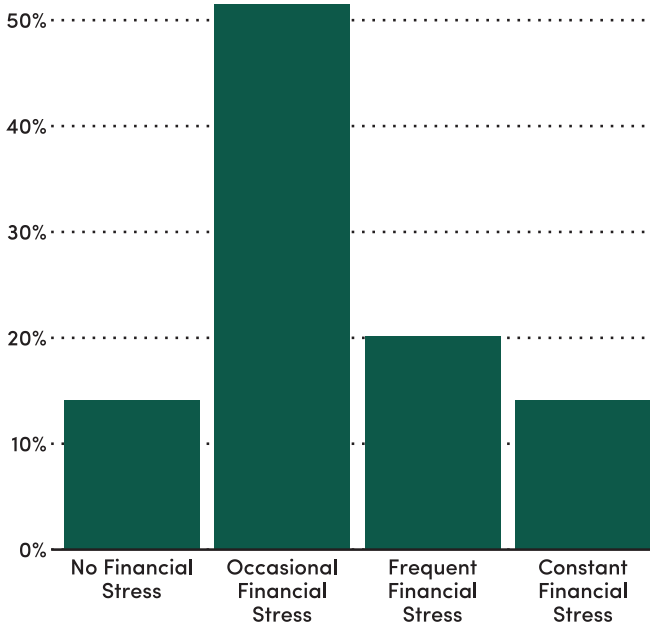


Figure 15. Financial Stress Due to Cost of Housing Remains High for Residents of Affordable Housing. Nearly 9 in 10 of all low-income households in Napa Valley's rent-restricted Affordable Housing units reported being financially stressed constantly, frequently, or occasionally due to the cost of their housing.

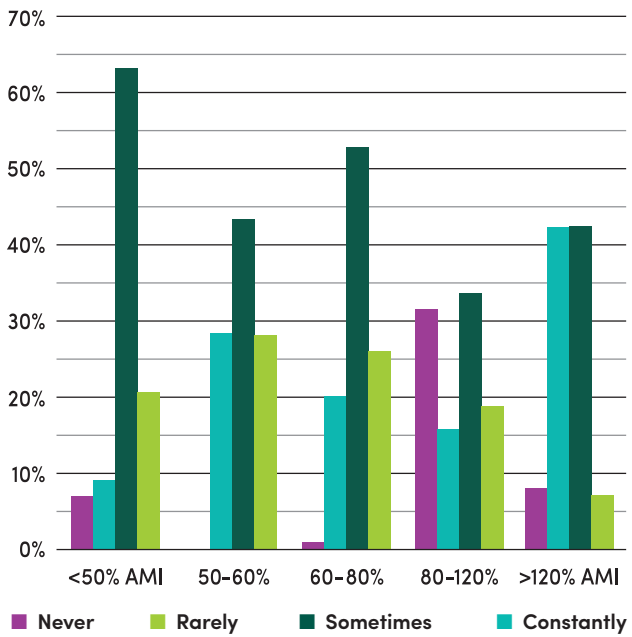


Figure 16. Low-Income Residents of Affordable Housing Experience Financial Stress from Rent at Rates Equal to Residents in Other Types of Housing. These rates of financial stress due to cost of housing are not demonstrably lower than that of the general low-income population in Napa Valley regardless of the type of unit. Just over 80% of ELI and 69% of VLI residents reported experiencing financial stress from housing cost "sometimes" or "constantly."

RESIDENT TESTIMONY

My apartment is not affordably-priced housing. [I'm] paying the same as my apartment in SoCal, so I have to keep working!

I can't live without roommates.

I live check by check, [and so have] no savings.

It is not so affordable ($1,400).

Translated from Spanish

These analyses may overlook the share of residents who did benefit from affordable homes.For example, 60% of respondents had not considered seeking a second job or asking for help with money and half of ELI and VLI residents are able to meet their needs nearly all the time ("just covers" or "more than enough"). Yet we would expect these benefits to be a baseline outcome for nearly all residents of rent-restricted Affordable Housing, not merely half. To the extent that the goal of affordable housing is to provide reduced cost rents to help relieve financial stress that stems from high housing costs, we might expect the benefits to be more robust compared to low-income residents living in other kinds of homes.

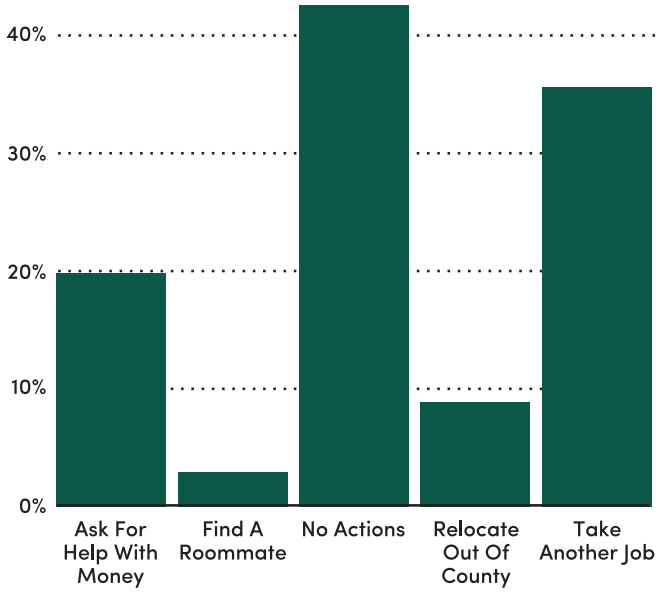


Figure 17. Most Residents Considered Some Form of Action to Better Afford the Rent. Six in 10 Napa Valley residents of Affordable Housing had considered taking some action to better afford their rent including taking a second job (35%), relocating (9%), asking for help paying rent (20%), or some combination of those.

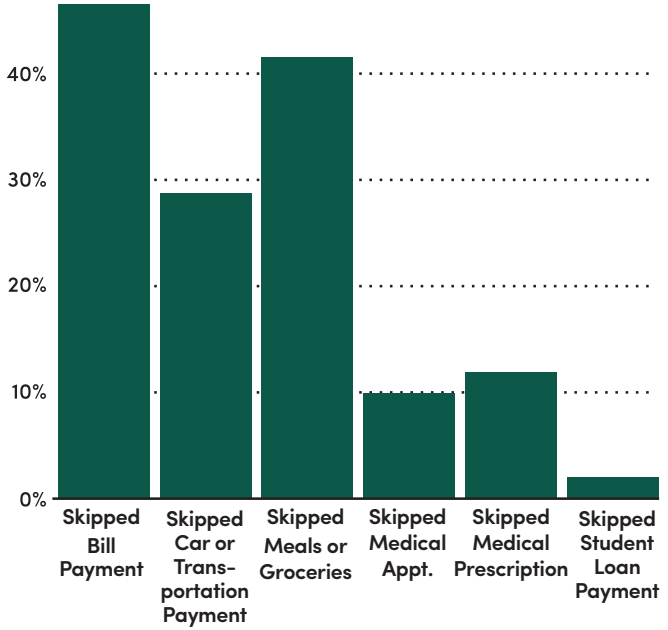


Figure 18. Napa Valley's Affordable Housing Residents Skipped at Least One Major Payment in the Past Year to Be Able to Pay Rent. Nearly 5 in 10 households in Napa Valley's rent-restricted Affordable Housing units who responded to our survey skipped paying a bill in the past year to be able to pay rent. Just under half reported skipping a meal or purchasing groceries (40%) and 1 in 3 reported skipping a car or transportation payment. These rates are close to the nearly 40% of all ELI and VLI residents across the North Bay who reported difficulty paying for food—the highest rates among any income group.

Narrow Gains: When Affordability Offers Only a Modest Buffer

Our research suggests that some low-income residents in Napa Valley's rent-restricted Affordable Housing experience benefits in a narrower set of conditions than expected. Roughly half of respondents said their current rent allows them to "just cover" or have money leftover after their monthly bills. This is a notable improvement compared to prior findings in Generation Housing's research in which ELI and VLI households from all housing types struggled to cover even basic costs like gas or phone bills. Yet in this survey, we found that 4 in 10 respondents living in Napa Valley's Affordable Housing reported they could absorb an unexpected $700 expense without missing rent, and nearly half had never considered taking on a second job, asking for financial help, or seeking a roommate—suggesting a modest buffer for some.

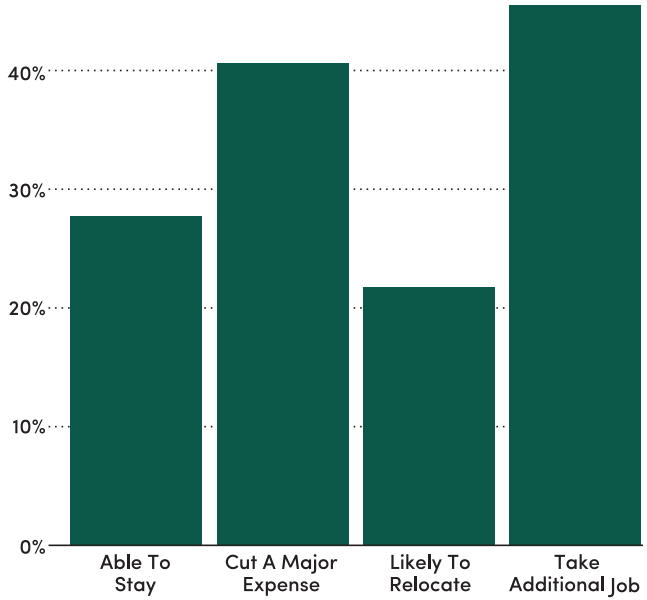


Figure 19. Half of All Residents Could Afford a Modest Increase in Rent Without Cutting Expenses. Just under half of all respondents living in rent-restricted Affordable Housing indicated that a $150 per month increase in rent would likely require them to cut a major expense like child care or car payment (40%) or take on a second job (45%). The stability of residents' rent—and the relative insulation it provides against sharp increases in rent—is a critical factor of financial relief for many respondents.

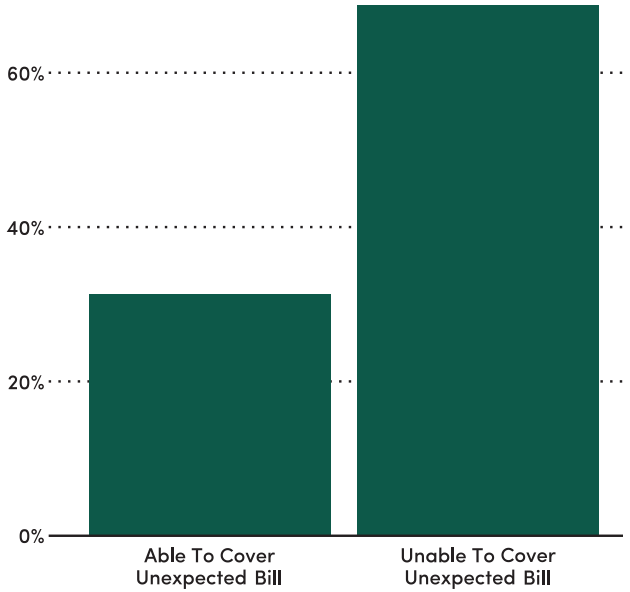


Figure 20. Some Residents Could Absorb an Unexpected Bill. Likewise, nearly 1 in 3 ELI and VLI residents of rent-restricted Affordable Housing could continue to pay their rent even if they faced an unexpected bill of $700. This is a relatively large cushion of stability, and a critical protection in a region where one single unexpected expense is cited as a reason for falling behind on rent. Compare that rate to the nearly 50 and 60% of ELI and VLI residents, respectively, in the North Bay for whom unexpected expenses are the largest sources of worry.

RESIDENT TESTIMONY

I am a single mother of a 7.5 and 1 year old. I have struggled a lot since I am only able to work about 39 hours a week. So the fact that my rent is based off what I make... I don't over stress.

We can manage better with my husband's income and can meet ends with all of our bills.

Having affordable rent has allowed me to make necessary repairs on my automobile.

However, financial relief appears strongly tied to whether the new home actually lowered rent: only 44% of those who saw no cost savings reported having enough funds each month, compared to 55% of those who did—an 11-point difference. Similarly, the rate of experiencing financial stress "often" or "always" dropped from 69% to 45% among those who reported rent savings. These findings confirm that rent-restricted Affordable Housing can provide financial stability, but its success in easing financial stress depends significantly on whether it reduces rent relative to residents' prior housing situations.

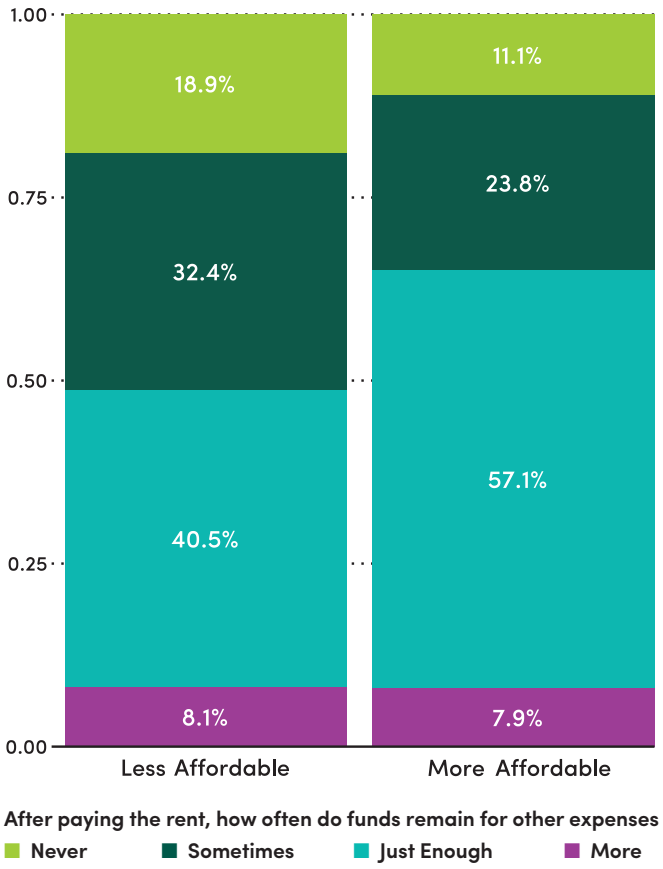
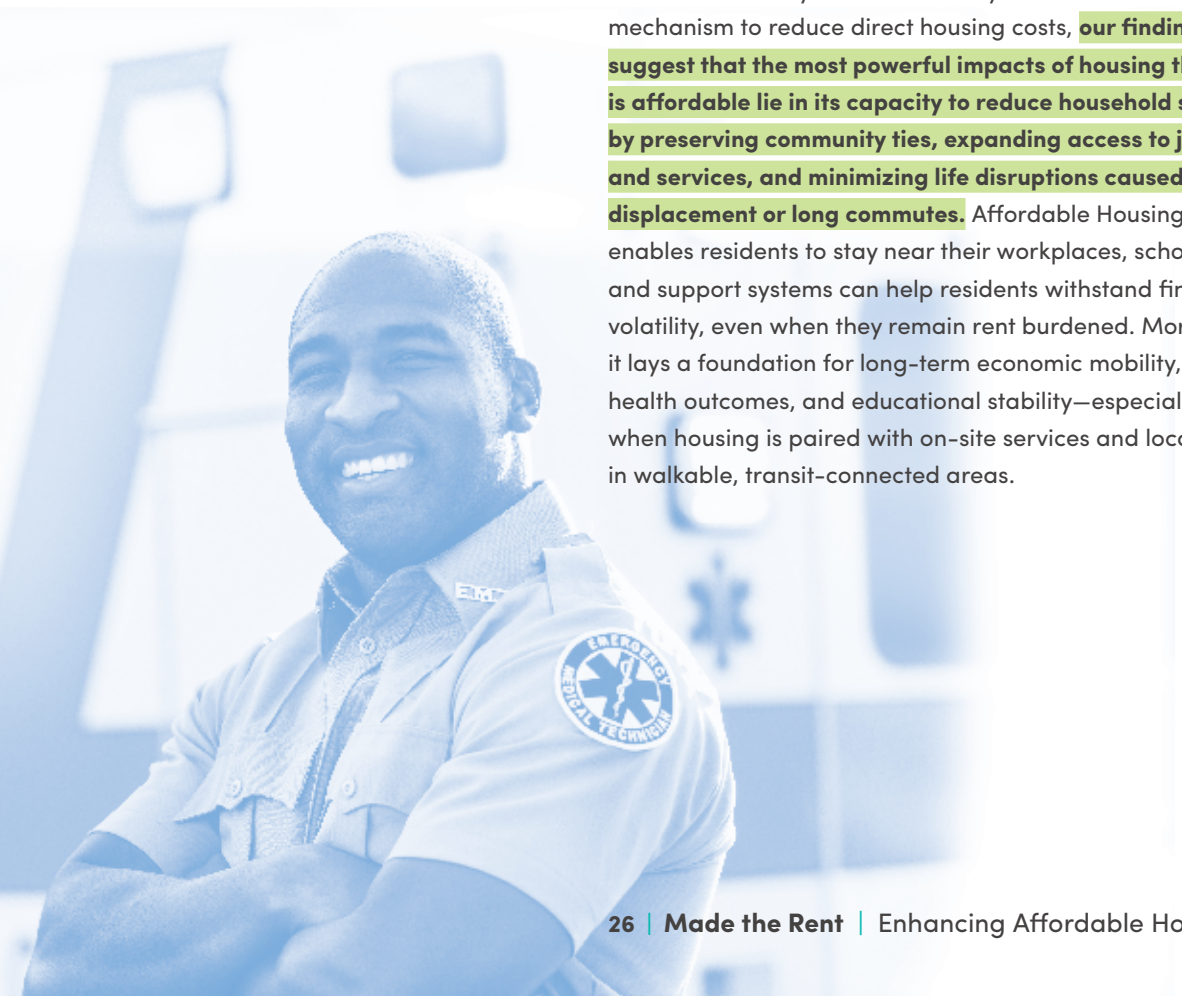


Figure 21. Most Benefits Went to Residents Who Paid Lower Rents in Their Current Home than Their Prior Home. Those who reported no rent savings since moving to their new home were only 48% likely to have "just enough" or "more than enough" funds left over each month to cover expense, compared to those who did experience savings, among whom 65% had "just enough" or "more than enough" funds left over each month.

Enhancing Affordable Housing's Benefits to Napa Valley

Leveraging Affordable Housing for Economic and Community Stability



Affordable Housing in Napa Valley must, at its core, address the urgent need for deeply affordable options for the region's low-wage and lower-earning workforce. But the value of rent-restricted housing extends far beyond rent relief alone. When designed and located strategically, Affordable Housing serves as an investment in economic resilience, workforce stability, climate goals, educational outcomes, and community well-being. These broader benefits should be factored into how regional leaders plan, prioritize, and fund affordable housing development.

While affordability is often narrowly defined as a mechanism to reduce direct housing costs, **our findings suggest that the most powerful impacts of housing that is affordable lie in its capacity to reduce household stress by preserving community ties, expanding access to jobs and services, and minimizing life disruptions caused by displacement or long commutes.** Affordable Housing that enables residents to stay near their workplaces, schools, and support systems can help residents withstand financial volatility, even when they remain rent burdened. Moreover, it lays a foundation for long-term economic mobility, better health outcomes, and educational stability—especially when housing is paired with on-site services and located in walkable, transit-connected areas.

To maximize these returns, Napa Valley's housing strategy must align production of housing that is affordable with workforce retention, climate resilience, economic vitality, and school enrollment stabilization. This means prioritizing housing that is well-situated near job centers and transit, integrating services that enhance mental and physical health, and ensuring that families—particularly those with school-aged children—can remain rooted in the community. In short, Affordable Housing is not just a social safety net; it is an essential tool for building a more sustainable and equitable future for Napa Valley.

1. **Strengthen the Local Workforce and Support Talent Retention In Growing Sectors by Focusing on Location as Well as the Cost Reduction Capacity of Affordable Housing:** Affordable housing plays a critical role in sustaining Napa Valley's workforce, especially in sectors reliant on low- and moderate-income workers. As highlighted in Napa County's Housing Needs Assessment, the region increasingly depends on in-commuters from surrounding counties due to housing costs that outpace local wages.[25] This leads to mounting pressure on employers competing for talent in a constrained labor market.

   Expanding affordable housing options near job centers can reduce commuting burdens and help attract and retain workers across essential industries. Affordable housing can play a unique role, among other low-cost housing options, in protecting the supply of longer-term rental options in job- and amenity-rich neighborhoods that tend to lose low-cost housing over time.

RESIDENT TESTIMONY

It has helped us to have a little more to save, to be closer to work and the markets. It has also helped us to pay debts that were very difficult to pay before.
Translated from Spanish

Being able to attend work and school without having to drive hours has become very valuable.

Research from the Urban Institute has shown that workers' proximity to jobs via options like affordable housing can improve employers' ability to attract and retain workers and improve stability among workers in sectors like accommodation and service that have inflexible work schedules. The Urban Institute found that proximity to work was so important that "64 percent of people who earn less than $50,000 said they would consider a lateral employment move if it would shorten their commute."[26] The same *Transportation* study cited above found that "long commute distances increase the time and cost of employment… and increase employee turnover."[27]

Housing doesn't just help residents secure jobs—it helps them expand the number of job options nearest to them and increase economic mobility. Our findings suggest that proximity to employment and amenities reduces financial stress, even when rents are not significantly lower, to the extent that they may help secure, diversify, and give residents' access to job opportunities nearby. Terner Center research confirms that predictable housing costs with no income-based penalties (as in LIHTC units) enable residents to invest in professional development, education, and job transitions without fear of displacement.[28]

Affordable housing, in this way, serves as a platform for upward mobility rather than merely a stopgap. Growing income for low-earning residents may act as one lever to close the gap to housing affordability. Therefore it is increasingly important for employers in all industries to understand how the shortage of housing that is affordable directly impacts their workforce.

In high-cost regions especially, businesses should pair policy advocacy with direct investment in housing that is affordable. Doing so not only supports employee well-being but also serves as a strategic investment in workforce stability and long-term business performance.

One major Napa County industry has already demonstrated what public-private financing can yield for its employees. The Napa County Board of Supervisors, in conjunction with the Napa Valley Vintners, Napa Valley Grapegrowers, and the Napa County Farm Bureau, created and funded County Service Area No. 4 (CSA No. 4), which finances farmworker housing. Through a self-imposed annual assessment on vineyard acreage, this public-private partnership has generated over $10 million since 2002 to maintain and operate three county-owned farmworker centers.

2. **Reduce Displacement Through Greater Production of Affordable Housing and Focus on Affordable Housing's Capacity to Build Resiliency Through Additional Health/Mental Stress Programs:** A major insight of our survey of residents of rent-restricted Affordable Housing reveals that high quality, affordable housing that preserves location also maintains community, in turn reducing overall household financial stress. This occurs even when households report challenges making the rent. When low-income residents have multiple choices available to them in and around their current community, they have greater opportunity to remain close to family, faith communities, services, and familiar routines.

Our community faces a real challenge: farmworkers and hospitality staff can't find housing options their wages can afford. This isn't just about doing what's right—it's about protecting our economy. Agriculture drives the Napa Valley's success and supports thousands of local jobs. The people who work in our vineyards, farms, and hotels keep our region thriving. When these essential workers can afford to live here, our entire community benefits and stays strong.

Erica R. Sklar, President and CEO, and Marlene Santiago, Vice President of Resident Services, Napa Valley Community Housing

Currently their choices are restricted. According to the California Housing Partnership, declines in local and state funding have led to a drop in affordable home production since last year, with almost 9,000 fewer units produced.[29] At the same time that few are being added, many are pricing out of affordability. Reports have found that a share of the state's low-income housing units built through federal tax credits are "exempted from the state's rent cap… [and] Residents of some of those units have seen their rents soar."[30] All of this contributes to the decline of long-term neighborhood stability. **Communities that avoid constant turnover are more likely to be civically engaged, participate in mutual aid, and recover faster from climate disasters.**

Flexible land use that incentivizes multifamily affordable housing though by-right approval or reduced impact fees can help close financing gaps, especially for LIHTC units.[31] Finally, Napa Valley jurisdictions must consider use of publicly available land that can be offered at discounted rates to Affordable Housing.[32] Each of these steps will allow local jurisdictions to achieve flexibility with how they choose to add to the stock of housing that is affordable.

Given the role that Affordable Housing plays in maintaining community resiliency, we also argue that the role of on-site service provision, case management, and mental health provision can be a crucial part of housing delivery. The Center on Budget and Policy Priorities argues that housing has a critical role—as both a site of service delivery and a source of community stability—to foster health and wellness efforts. Local health and social service organizations can team up with housing providers to improve housing that is affordable, offer personalized support at home, and bring health programs directly to low-income communities.[33]

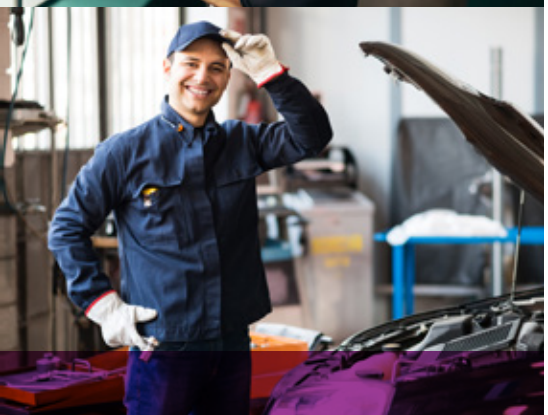
3. **Affordable Housing as Climate Action Tool:** Affordable housing that is located—whether centrally or decentrally—near a region's high-demand and labor intensive job sectors has the ability to densely house workforce residents and reduce vehicle miles traveled on commutes of over 50 miles. Centrally located housing that is affordable can reduce commutes at a greater impact than other forms of infill development given both the higher rate of public transit use by lower-income residents as well as the typical density of these types of homes.

   Centrally located housing is a widely-recognized climate mitigation strategy as it reduces car dependence and total vehicle miles traveled (VMT). A report by the Terner Center on Bay Area driving patterns confirmed that "vehicle miles traveled (VMT) by residents of a neighborhood are higher at lower population density," meaning that regions with more or more densely located homes trigger less dependence on private vehicle usage in general.[34] Napa Valley will see less reduction in carbon emissions associated with vehicle usage if most of its newest housing is located on the outskirts of job centers and high-amenity neighborhoods.









If and when housing that is affordable must be located at farther distances, it must be paired with transportation options to reduce dependence on private vehicles. Not only are these sites on the outskirts of job centers but they are located in areas without public transportation access. The National League of Cities has shown that placing affordable housing near public transit hubs helps "lower-income individuals, Black or Hispanic communities, immigrants, and those under 50 who are most likely to rely on public transportation for mobility."[35]

At the same time that cities site homes where dense housing is possible, they must also allow for greater density where it isn't already permitted— and do so at levels suitable for multifamily housing in particular. As elected officials weigh how to incentivize multifamily housing, they should consider the approval processes, minimum lot sizes, and height and parking requirements, all of which may dissuade affordable developers from certain infill sites.[36]

Finally, centrally located housing that is affordable is also a disaster mitigation tool. Cities can leverage their power over financing and approval to "discourage developers from building in areas at high risk of floods, fires, and other hazards" where renters are already at a disadvantage when it comes to climate safety, according to the Urban Institute.[37] The strategic placement of Affordable Housing units near job centers, schools, and high-value amenities to reduce vehicle-based commuting and foster walkable low-income housing sites, ensuring Napa Valley maximizes Affordable Housing as a climate action tool.

4. **Amplify the Local Multiplier Effect and Keep Local Wages Circulating in Napa Valley:** When low-income residents can afford to live where they work, they also spend locally. Our findings show that nearly all respondents spend money where they live. Thus, not only are they staying here, they are spending here. Every dollar that remains in Napa Valley, from groceries to gas to school supplies, supports local businesses and generates sales tax revenue. And in Affordable Housing, where residents are less likely to struggle to meet rent payments, the likelihood of spending money beyond the most basic needs grows. A study from the Joint Center for Housing Studies of Harvard University found that in 2011 "affordably housed families spent nearly five times as much on health care, a third more on food, and twice as much on retirement savings."[38]

   Conversely, when workers are forced to live elsewhere, their income—and their spending—flows out of the county, meaning all those wages paid are spent elsewhere. Investment in rent-restricted Affordable Housing keeps economic activity anchored in Napa Valley and builds a more resilient and equitable local economy. For the economic engine of the Valley to be more self-perpetuating, keeping low-income residents in the Valley is a critical step.

RESIDENT TESTIMONY

I was able to get a car for my daughter to go to school and work and be closer to my husband's cancer treatment.
Translated from Spanish

I am closer to the things and services we need and obviously there are more resources for what is offered.
Translated from Spanish

Beyond the local multiplier effect, new affordable housing can grow the tax base. Since it is often built in areas that are underused, new development—whether mixed-use or mixed-income project—helps properties gain value, boosting the local tax base. This growth in tax revenue can then support further investment in the surrounding community.[39] The National Low Income Housing Coalition (NLIHC) estimates that every dollar spent on affordable housing stimulates the local economy by attracting both public and private investment, generating income through resident wages, and contributing to job creation and stability.[40]

Keeping economic activity and wages circulating within the community by leveraging Affordable Housing to maintain the low-wage workforce instead of exporting our wages and local tax base to neighboring counties should be a key outcome of any new units.

5. **Strengthening School Stability via Housing Affordability:** Housing helps keep families with school-age children in the region, which is essential for the stability of local public schools. Districts across California, including Napa County, have experienced enrollment declines tied to family displacement and rising housing costs. A stable student population supports school funding, staffing, and program continuity. Ensuring access to affordable family-sized homes directly supports local educational institutions and prevents the hollowing-out of community schools.

   A growing body of evidence underscores the link between stable, affordable housing and improved educational outcomes for children.[41] When families can access and maintain stable housing, it reduces the frequency of disruptive residential and school moves which can significantly undermine children's academic achievement. Children who move frequently often experience stress, instructional interruptions, and weakened peer and teacher relationships. Affordable housing, particularly when located near schools, has been shown to reduce the number of disruptive moves, fostering greater educational continuity.

   In high-cost regions like Napa Valley, these findings carry urgent relevance. School districts are experiencing declining enrollment as a direct result of families being priced out of the area. Reducing these out-migrations and improving continuity in the classroom will require housing-based solutions. Napa Valley's school districts will benefit from affordable housing options in neighborhoods with strong schools. And partnerships between school districts, housing authorities, and local nonprofits could strategically align housing placement with school access.

   Finally, by addressing overcrowding and preventing homelessness—both of which disproportionately affect low-income residents in high-cost areas—Napa Valley can mitigate some of the hidden stressors that undermine children's ability to succeed in school. Targeted investments in housing that is affordable, particularly for families with young children or those at risk of displacement, would not only support better academic outcomes but also help stabilize the broader community.

Appendix: End Notes

1. Generation Housing, Napa Valley Housing Needs Assessment (2024) https://tinyurl.com/yc8etc3k
2. According to Housing California, "renters currently need to earn nearly 3 times the state minimum wage to afford average asking rents in California." https://tinyurl.com/bp8mdnxh
3. According to California Housing Partnership, Napa County 2024 Affordable Housing Needs Report, 3,740 out of nearly 6,200 eligible households do not currently have access to an affordable home https://tinyurl.com/3cfcs8xh
4. These indicators are taken from multiple sources including the National Housing Conference, "The Impacts of Affordable Housing on Health: A Research Summary," 2015 https://tinyurl.com/3jfmbrfj and Enterprise Community Partners, "Impact of Affordable Housing on Families and Communities: A Review of the Evidence Base," 2014 https://tinyurl.com/4ezp4fhe
5. According to the Pew Research Center, "A growing share of Americans say affordable housing is a major problem where they live," 2022 https://tinyurl.com/2xxr3pn4
6. California Department of Housing and Community Development, 2025 State Income Limits https://tinyurl.com/5x9fktvm
7. California Housing Partnership, "Who Own Unsubsidized Affordable Housing," 2024 https://tinyurl.com/7asdvkkm
8. Generation Housing, Making the Rent 2023 https://tinyurl.com/fywwrkcc
9. Center for American Progress, "Reducing Housing Burdens While Creating a Longer-Term Affordable Housing Solution," 2024 https://tinyurl.com/yeyu7665
10. UC Berkeley Terner Center for Housing Innovation, "A "Safe Haven": Resident Stories Convey the Benefits of Affordable Housing," 2018 https://tinyurl.com/mrxs97nj
11. Blumenberg, E., Siddiq, F. Commute distance and jobs-housing fit. Transportation 50, 869–891 (2023). https://doi.org/10.1007/s11116-022-10264-1
12. Ibid.
13. Generation Housing, Napa Valley Housing Needs Assessment (2024) https://tinyurl.com/yc8etc3k
14. Generation Housing, Making the Rent 2023 https://tinyurl.com/fywwrkcc
15. U.S. Census Bureau, LEHD Origin-Destination Employment Statistics
16. Generation Housing, Napa Valley Housing Needs Assessment (2024) https://tinyurl.com/yc8etc3k
17. Generation Housing, Making the Rent 2023 https://tinyurl.com/fywwrkcc
18. Generation Housing, Napa Valley Housing Needs Assessment (2024) https://tinyurl.com/yc8etc3k
19. Housing Wire, "Saving for a down payment can take decades for minimum-wage workers," 2024 https://tinyurl.com/2ra5xbm7
20. Center for American Progress, "Reducing Housing Burdens While Creating a Longer-Term Affordable Housing Solution," 2024 https://tinyurl.com/yeyu7665
21. Penn Institute for Urban Research, An Overview of Affordable Housing in the United States 2023 https://tinyurl.com/ynbmdzbt
22. See Economic Research Institute's annual Cost of Living Data https://tinyurl.com/yc2s7ded
23. Department of Housing and Urban Development (HUD), and the US Census Bureau (Census), "Picture of Subsidized Housing" 2023 https://tinyurl.com/3d9vd2d2
24. Fannie Mae, "LIHTC Properties Facing Challenging Times" 2024 https://tinyurl.com/53ddj9yx
25. Generation Housing, Napa Valley Housing Needs Assessment (2024) https://tinyurl.com/yc8etc3k
26. Urban Institute, "Four Reasons Why Employers Should Care about Housing," 2019 https://tinyurl.com/2m4j8ekh
27. Blumenberg, E., Siddiq, F. Commute distance and jobs-housing fit. Transportation 50, 869–891 (2023). https://doi.org/10.1007/s11116-022-10264-1
28. UC Berkeley Terner Center for Housing Innovation, "A "Safe Haven": Resident Stories Convey the Benefits of Affordable Housing," 2018 https://tinyurl.com/mrxs97nj
29. California Housing Partnership, "California Affordable Housing Needs Report 2024" https://tinyurl.com/yxrvy7u3
30. CalMatters,"These Californians live in affordable housing. Why did their rent skyrocket?" 2025 https://tinyurl.com/ms2549sd
31. Center for American Progress, "Localized Anti-Displacement Policies," 2022 https://tinyurl.com/2pkuzfsa
32. Local Housing Solutions, "Developing an anti-displacement strategy," https://tinyurl.com/2vp43te3
33. Center on Budget and Policy Priorities, "Housing and Health Partners Can Work Together to Close the Housing Affordability Gap," 2020 https://tinyurl.com/ypjus5de
34. Terner Center, "Understanding the Role of New Housing in Reducing Climate Pollution," 2024 https://tinyurl.com/dzy8fnk2
35. National League of Cities, "Balancing Housing Supply and the Risk of Displacement," 2024 https://tinyurl.com/4jamh5j7
36. Urban Institute, "How Cities Can Tackle Both the Affordable Housing and Climate Crises," 2022 https://tinyurl.com/yj3v7pmw
37. Ibid.
38. Joint Center for Housing Studies of Harvard University, "The State of the Nation's Housing 2013," https://tinyurl.com/4zstsnw8
40. The National Low Income Housing Coalition, "The Problem" https://tinyurl.com/2s3uej5d
41. Center for Housing Policy, "The Impacts of Affordable Housing on Education: A Research Summary," 2011 https://tinyurl.com/pe8pcbsr

Appendix: Data Sources

UNITED STATES CENSUS BUREAU

The United States Census Bureau conducts censuses and surveys on the American people and economy, including the U.S. decennial census and the American Community Survey. We use data from the Census surveys and programs listed below.

American Community Survey (ACS: The American Community Survey is a regular demographic survey of American households that began in 2005. We primarily use the 2018–2022 ACS 5-Year estimates, at both the county and jurisdictional level, but we also rely on ACS 1-Year estimates and ACS 5-Year estimates from earlier time periods.

Decennial Census: The U.S. decennial census is the constitutionally mandated census of all Americans conducted every decade, most recently in 2020. We use data from the 2000, 2010, and 2020 census.

Longitudinal Employer-Household Dynamics (LEHD: The Longitudinal Employer-Household Dynamics program collects detailed data on employers and employees at various geographic levels and across different job sectors. We specifically use LEHD Origin-Destination Employment Statistics data from 2002–2021 about jobs and workers located within Napa County.

Population Estimates Program: The Population Estimates Program produces population and housing unit estimates for regions and jurisdictions of different sizes across the United States. We use decennial totals and intercensal estimates for population and housing units for the years 2010–2022.

SURVEY DESIGN & ADMINISTRATION

Made the Rent: The Human Impact of Housing Affordability in High-Cost Communities is centered around a housing survey designed by Generation Housing and released in April of 2025. The survey contains 15 questions about household finances, current and past unit characteristics including location, proximity to work and other amenities, and quality of home, and finally questions about capacity to afford rent.

The survey minimized demographic inquiries over concerns that questions about identity, rent payment, or income might deter some respondents from participating over fears that such information could jeopardize their eligibility and/or rent costs. Where possible, we supplement data on unit cost, average income, and household size through internal reports provided by Affordable Housing providers as well as state-level data on average income and rental payments of residents of Affordable Housing units. Since data on residents does not distinguish between type of affordable housing unit, we further supplemented information on income and rental payments through surveys conducted by the UC Berkeley Terner Center for Housing Innovation (2018).

OUTREACH & ANALYSIS

The survey targets residents of Napa Valley's nearly 3,000 deed-restricted LIHTC units. These units serve residents earning at or below 60% of the Area Median Income and are set aside for households in the Very Low-income (31–50% AMI) and Extremely Low-income (under 30% AMI) tiers typically eligible for rent-restricted housing. In Napa Valley, this generally means annual incomes up to $61,000 for a one-person household or $88,000 for a four-person household. Rental costs are capped at 30% of the upper-limit of these income tiers.

We relied on site managers of numerous LIHTC developments around the county to distribute surveys to their residents. Given this selection, this survey is limited to only a small portion of Napa Valley's lower-earning residents whose incomes would make them eligible for Affordable Housing. The 170 respondents surveyed in this report have all secured access to deed-restricted LIHTC units. From our estimates, nearly double the number of residents currently living in these units would be eligible but are not currently served. Instead, they may receive other forms of subsidy such as housing choice vouchers, occupy unsubsidized but affordably priced units on the market, or not live in affordable housing at all

Both an English version and a Spanish version of the survey were sent out and housing developments distributed the survey through their respective channels, often by means of e-mail blasts to their members, text alerts, fliers, and posts on social media. Paper surveys were also distributed to organizations. As an incentive and note of gratitude for their time, respondents were provided with a chance to win a $50 Target gift card. Respondents were told the survey should take only 10 minutes to complete. The survey was released in April of 2025 and circulated until July of 2025. Outreach and data collection was also completed with the help of numerous community organizations based in Napa County.

Respondents represent residents of small and large Affordable Housing sites who are located in and outside of urban boundaries, and across multiple development & management companies. Respondents included both wage and non-wage earners, families and non-families, long- and short-term residents, and finally Napa Valley and non-Napa Valley workforce participants.

Appendix: Report Contributors

PRINCIPAL AUTHOR & POLICY ANALYST

Joshua Shipper, PhD

Director of Special Initiatives, Generation Housing

Joshua is a community-based, academic, and policy expert working to understand how each generation defines what equity looks like for them. After helping to identify solutions to the growing racial wealth gap and home financialization trends shaping communities like West Oakland prior to 2010, Joshua completed his PhD in Political Science at the University of Michigan, Ann Arbor in 2018. There he focused on American politics, race, and equity policy, contributing to survey and quantitative research on American attitudes shaping policies on wealth, taxation, and education. Applying those insights to politics and policy, Joshua taught political science courses in the Midwest while working to reform state funding for affordable housing with Wisconsin State Assemblywoman Francesca Hong.

He has most recently served as the Director of Data & Grants at the Committee on the Shelterless where he helped support evidence-based, housing-first solutions to homelessness in Sonoma County including through Project Homekey and CalAIM.

PRINCIPAL DATA ANALYST

Max Zhang

Research Manager, Generation Housing

Max is a specialist in demographic, municipal finance, and housing production data analysis. A recent graduate from the University of California, Berkeley, majoring in both Statistics and Economics, Max has worked on improving transparency and reproducibility in policy analysis with the Berkeley Initiative for Transparency in the Social Sciences and studied pandemic unemployment insurance and Proposition 13 tax revenue impacts at the Berkeley Institute for Young Americans. As a part of Generation Housing, Max is furthering a long-standing passion for effective, socially oriented policy by placing the power of modern data analysis tools in the hands of housing advocates.

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REPORT DESIGN

Studio B Creative

Studio B is a full service graphic design agency. They distill their clients' communications into beautiful succinct designs that get noticed and understood. Specializing in: integrated marketing campaigns blending branding, print, web, video and digital media. studioB-creative.com

Appendix: Acknowledgements

Report Commissioned by the Napa County Board of Supervisors:
Joelle Gallagher (District 1), Liz Alessio (District 2), Chair of the Board Anne Cottrell (District 3), Vice Chair Amber Manfree(District 4), Belia Ramos (District 5)

The Napa County Board of Supervisors, as part of its prioritization of the housing deficit within the county, sought to understand how Affordable Housing that serves Napa Valley's low-income residents functions as part of a broader housing system. Serving members of key workforce sectors like accommodation, wine industry, and health care; seniors and others on income assistance; families; and disabled residents, Affordable Housing, especially deed-restricted LIHTC housing, must meet many demands in its role as a housing stabilizer. Beyond financial relief, the Board sought to understand other ways Affordable Housing preserves workforce stability, counters displacement among low-income earners, and keeps families from having to relocate outside of school districts. Their goal is to use these findings to better promote and evaluate the benefits of Affordable Housing and to supplement the many needs Affordable Housing fills through a flexible and multi-faceted approach to housing.

Special Thank You to: This report would not have been possible without the guidance, leadership, and overall support of Jennifer Palmer, Director of Housing & Community Services with Napa County. Jennifer initiated and drove the effort to conduct the region's first qualitative assessment of this critical housing asset by delivering a human-centered survey that could go beyond the rent-to-income ratios of LIHTC units. As a testament to her human-centered approach to qualitative research, Jennifer identified non-monetary metrics of value including proximity to work, stability, and quality of home that many reports don't typically assess when it comes to Affordable Housing's benefits. These qualitative metrics, based on respondent feedback, helped us to understand ways that higher financial costs can be mitigated by other factors provided by housing, and that can become a focal point for local evaluation of where and how new housing of all types must be added and can contribute to the overall goal of affordable, quality, and stable housing.

Additional Support Provided by: This report received input from numerous stakeholders within the county on needs ranging from quantitative and qualitative data to logistical support conducting outreach. Without them, the assessment would not have been the rich document it is. Our initial survey design committee included: Ryan O'Connell, How To ADU; Judith Myers, Napa Housing Coalition Steering Committee; Tammy Smith, Board Treasurer at Napa Valley Community Housing; Isaiah Antoine, Director of Fundraising at Napa Valley Community Housing; Ricardo Mendez, Physician Assistant at CommuniCare+OLE and Selena Polston, Principal at Selena Polston Consulting.

Distribution of the survey was aided by Lauren Taylor, Director of Resident Services and Permanent Supportive Housing at Burbank Housing; Cristi Ritschel, LCSW, Vice President of Resident Services at Satellite Affordable Housing Associates; Anna Gwyn Simpson, Vice President of Resident Services at EAH Housing; Erica Roetman Sklar, President and CEO at Napa Valley Community Housing; Marlene Santiago, Vice President of Resident Services at Napa Valley Community Housing; Norma Chavez, Resident Services Coordinator at Napa Valley Community Housing; Gissell Mendez, Service Coordinator at Satellite Affordable Housing Associates; Jacob Rich, MPH, Resident Services Manager at Burbank Housing; Jessica Hughes, M.Ed, Resident Services Manager at Burbank Housing; and Caitlin Childs, Napa Valley Community Foundation.

OUR STORY

GENERATION HOUSING is an independent nonprofit organization created in the wake of the 2017 Sonoma Complex Fires to advocate for more diverse housing at all income levels in Sonoma County. Despite some policy advancements, there are still roadblocks and opposition to the development of much-needed housing. Generation Housing was incubated and is directed by cross-sector leaders representing healthcare, education, environment, and business who agree that a housing advocacy organization to promote housing policy and educate the public is a crucial missing component in our local housing development.

Generation Housing educates policymakers and the public about this critical intersectional relationship between housing and quality of life to increase public and political will for housing development, and to inspire and activate a counter voice to NIMBYism. Generation Housing rallies support for smart housing projects and helps to develop and champion solutions that reduce procedural and financial barriers to housing development.

Generation Housing's work is strategically guided by its Mission, Vision, and Guiding Principles, which include values of equity and environmental sustainability, and a commitment to cross-sector collaboration.

In 2024, the Napa County Board of Supervisors commissioned Generation Housing to produce the Napa Valley State of Housing and Housing Need Assessment reports, and Generation Housing is currently working with a Napa Valley steering committee to launch an embedded Napa Valley arm of the organization.



GENERATION HOUSING NAPA VALLEY

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Made the Rent

The Human Impact of Housing Affordability in High-Cost Communities

SEPTEMBER 2025



GENERATION HOUSING NAPA VALLEY

Motivations for Made the Rent

1. To test via survey how Affordable Housing (AH) in the Napa Valley helps low-income residents **meet rent and impacts household finances**, including the purchase of essential services, local spending, and savings.

1. **To measure non-monetary impact** of the region's sizable investment in AH on workforce displacement, workforce retention, commuting and climate, and school enrollment.

1. To identify the **distinct role played by AH among other low-cost options** in addressing a low-income housing shortage, including unsubsidized options on the market.

GENERATION HOUSING NAPA VALLEY

Method & Limitations:

Survey Instrument: We utilize a first-of-its kind qualitative survey instrument to assess how rent-restrictions interact with the financial health of Extremely Low- and Very Low-income residents of AH, focused on financial stress indicators (e.g. difficulty affording food, skipped medical care, seeking second job), quality-of-life factors (e.g. proximity to work and services, home quality), and overall perceptions of value and tradeoffs.

Outreach: We reached nearly 300 residents across income-restricted and managed AH, primarily Low-Income Housing Tax Credit (LIHTC) housing all over the county.

Limitations: Due to sensitivity around identification of income, race & ethnicity, or work & immigration status of AH residents, we limited our demographic battery to ensure higher response rates. Thus the report cannot provide internal breakdowns of who may most or least benefit from these variables.

GENERATION HOUSING NAPA VALLEY

Major Findings:

1. **Mitigating Financial Stress but not always Cost-Burden:** Rents are not always low enough to provide relief towards other household expenses in high-cost areas like Napa Valley, however, access to jobs, amenities and services reduce or mitigate financial stress.

1. **Job Preservation and Economic Stability:** Proximity to current or potential jobs is among AH's major benefits, cited by residents as the primary reason they are able to remain in the regional workforce and/or in their current role, mitigating workforce displacement, job loss, and employee turnover in labor-intensive sectors.

1. **Addressing System Gaps in a Single Policy:** Compared to unsubsidized housing that is affordable, deed-restricted units offer residents longer-term protections and higher-quality standards that aid these outcomes, especially in a sub-market already prone to loss to conversions & demolition and unpredictable quality.

GENERATION HOUSING NAPA VALLEY

Findings:

Rent reductions are “not enough…”

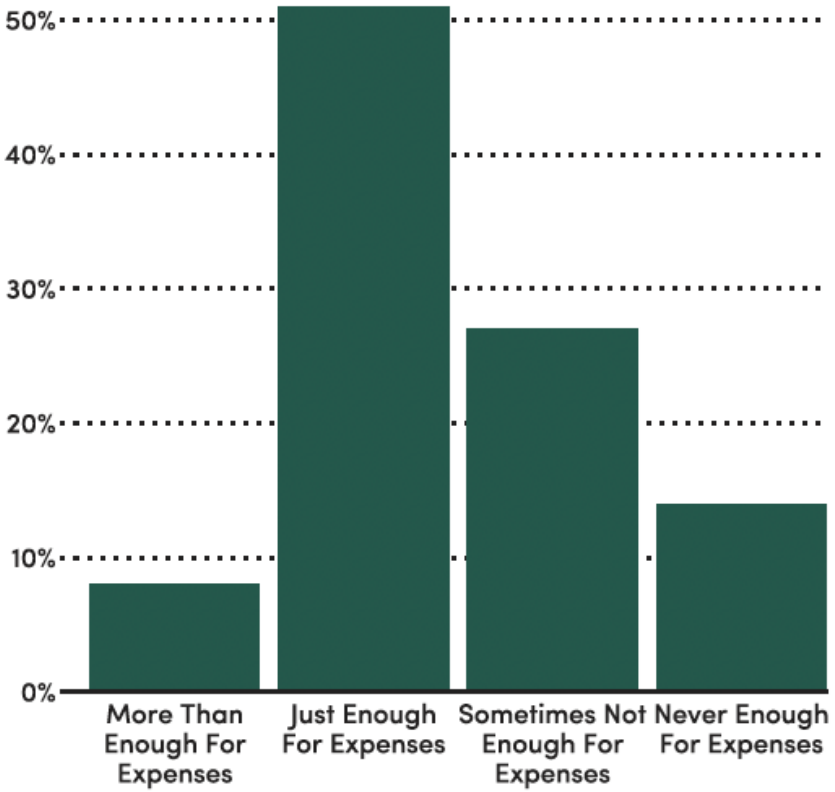


Figure 13. Housing Costs Rarely or Never Left Affordable Housing Residents with Sufficient Funds to Meet Household Needs. Just under half (43%) of our respondents revealed

- **Just under half of respondents reported** that their rent “never left them with enough” or “sometimes not enough” for other basic household needs.

- 92% said they never had “more than enough” for other expenses after paying rent.

GENERATION HOUSING NAPA VALLEY

Findings:

Many weighed other actions to cover rent

- **6 in 10 residents considered taking on a second job**, relocating, or using credit to stay afloat.

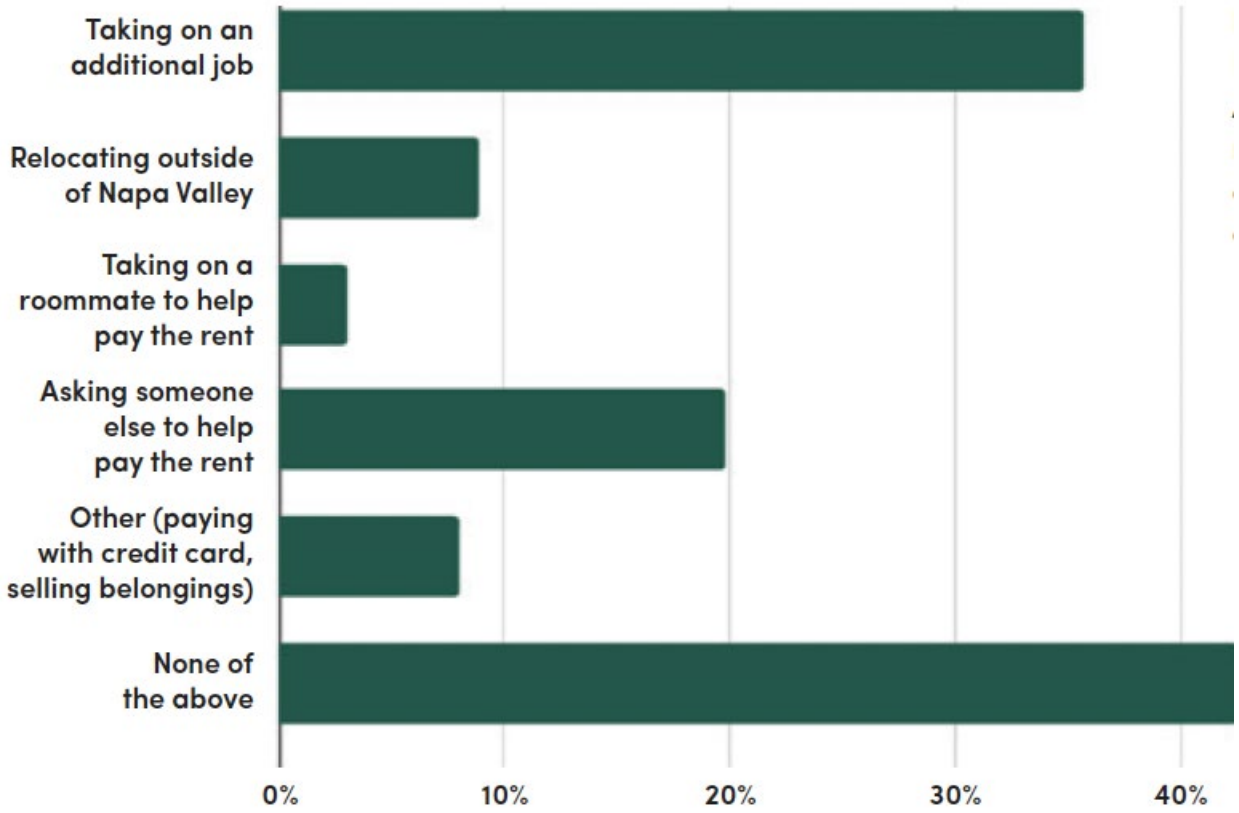


Figure 2. "Have you or a member of your household considered any of the following actions since moving into your current home in order to afford the rent?"

GENERATION HOUSING NAPA VALLEY

Findings: Yet many found tradeoffs

- **A vast majority (nearly 89%)** indicated that their AH allowed them to either move closer to their job or maintain same distance.
- Three in 4 respondents (75%) predicted they would be “very likely” or "somewhat likely” to have **moved farther away from their job** if they had not been accepted.

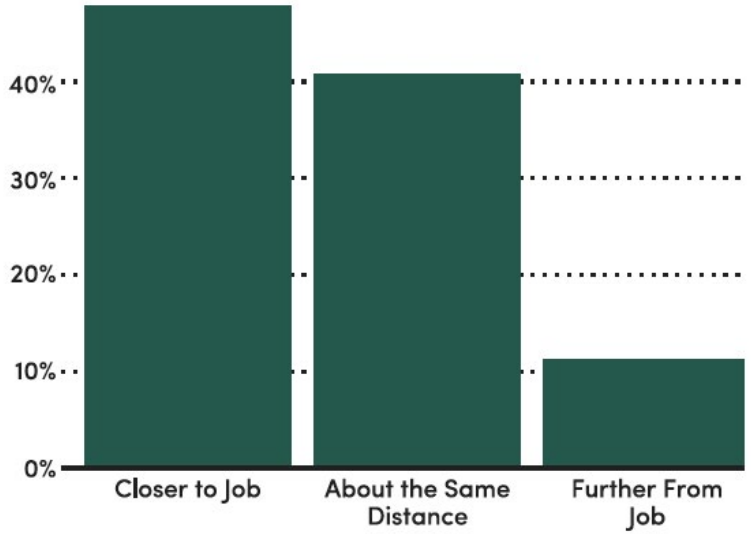


Figure 3. A Vast Majority of Residents Report that Their Affordable Home Allowed them to Move Closer to or Remain Close to Jobs.

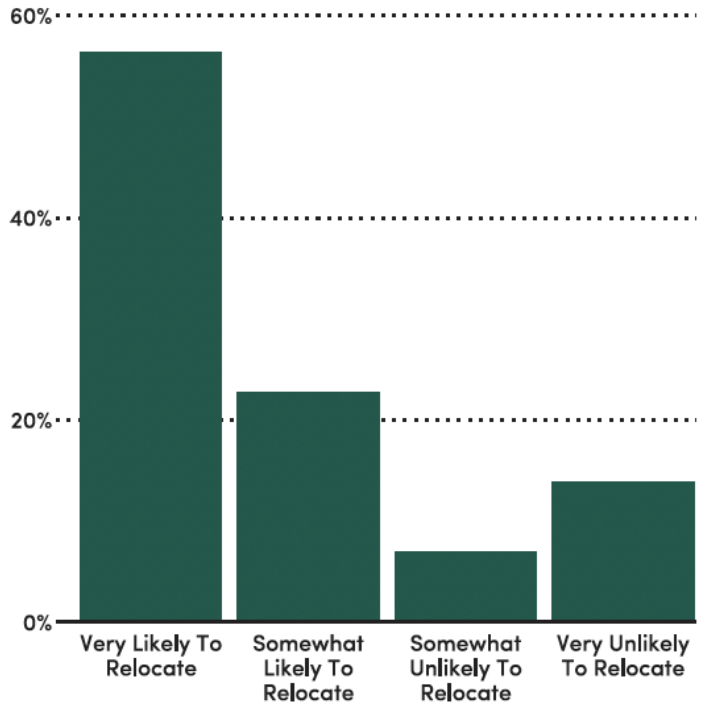
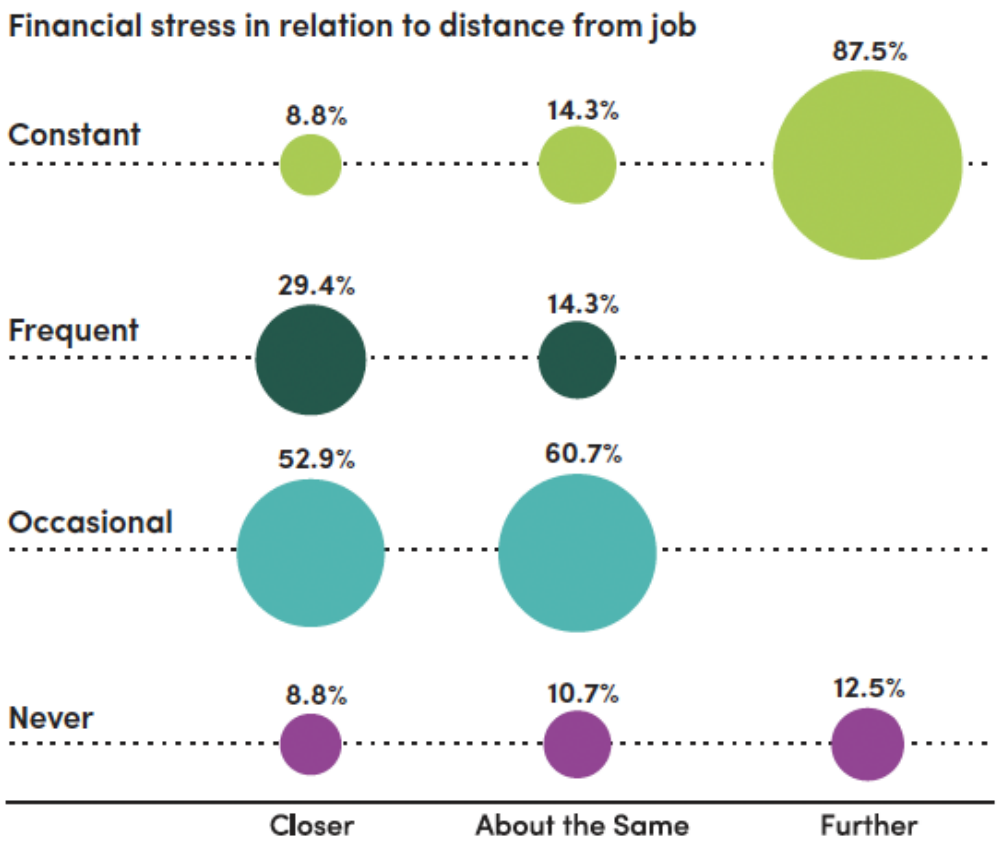


Figure 6. Without Access to their Current Home Most Residents Would Have Been “Very Likely” to Move Farther Away.

GENERATION HOUSING NAPA VALLEY

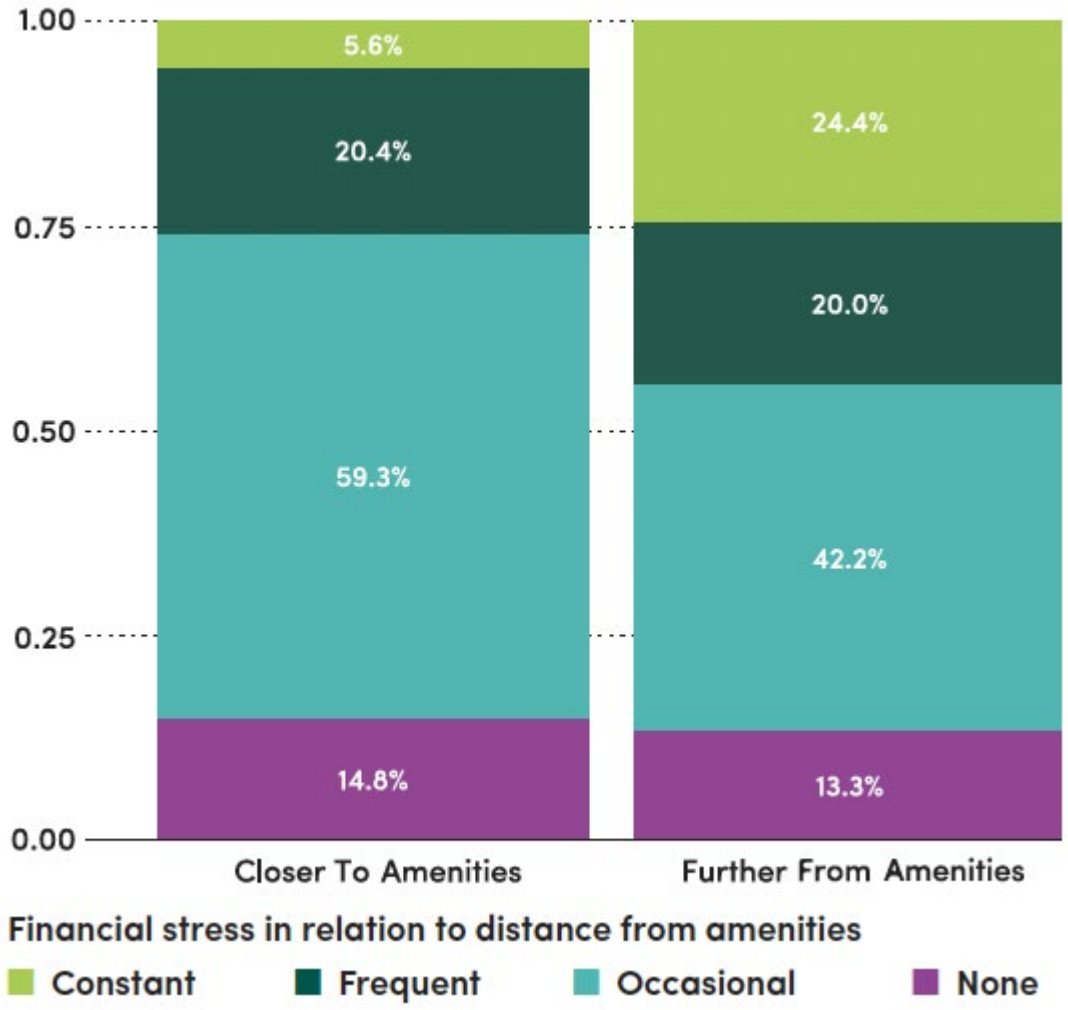
Findings:
Location to jobs



- Rates of constant or frequent financial stress **dropped by nearly two-thirds** among residents who moved closer to or remained at the same distance from their work

GENERATION HOUSING NAPA VALLEY

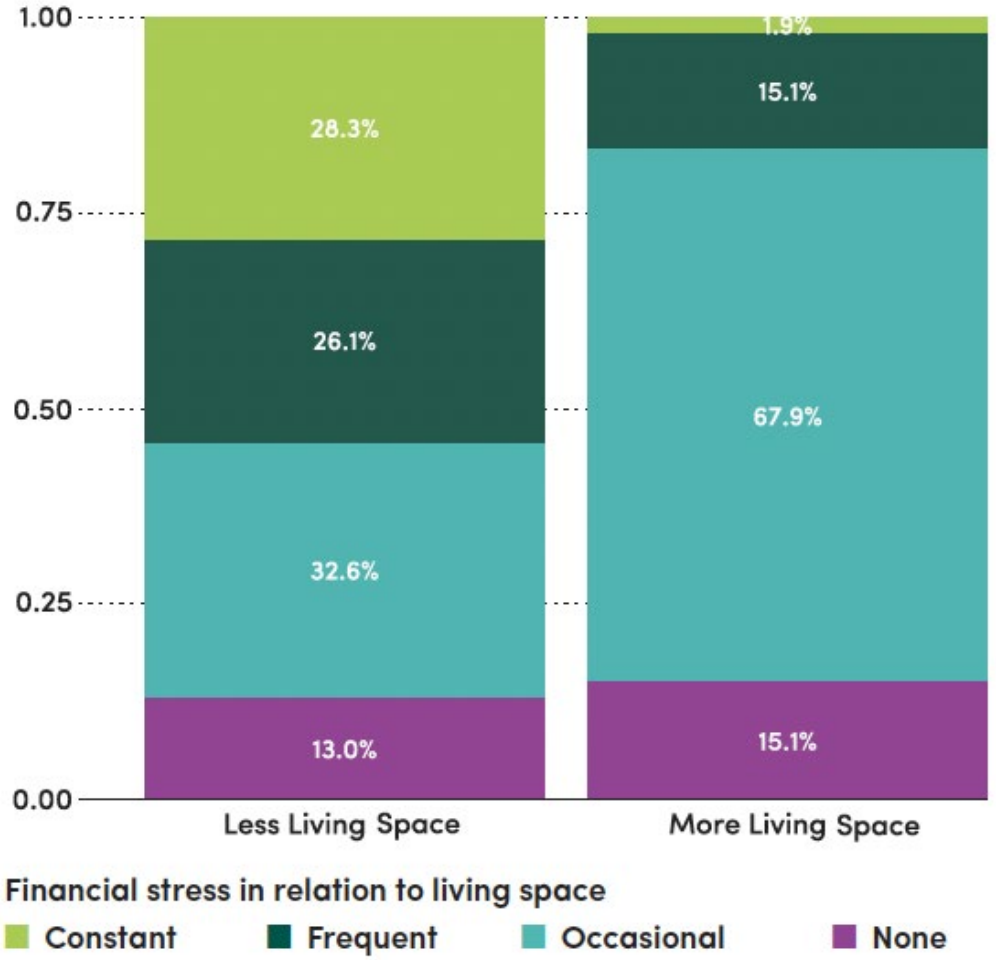
Findings:
Location to amenities & resources



- The share of residents reporting constant or frequent financial stress **dropped from 45% to just 25%** when they gained proximity to key services.

GENERATION HOUSING NAPA VALLEY

Findings:
Quality & space of AH home



- The share of residents reporting constant or frequent financial stress **dropped from 54% to just 17%** when they gained more living space and better quality of home.

GENERATION HOUSING NAPA VALLEY

Conclusions:

RESIDENT TESTIMONY

Living at our current home allows us to be closer to work and school, saving money on gas and additional transportation expenses. It also helped us not to be homeless and have good living conditions.

It has helped us to have a little more to save, to be closer to work and the markets. And also to pay debts that were very difficult to pay before.

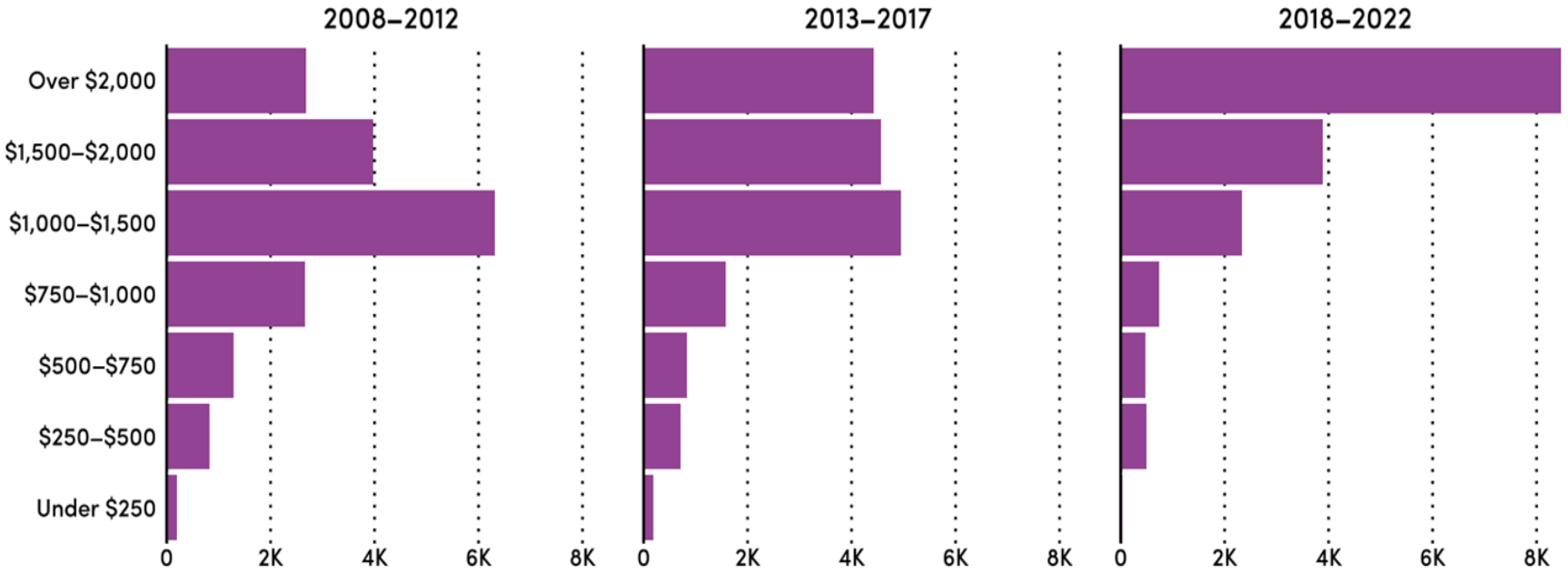
Translated from Spanish

- **Financial stress remains a common outcome** for Extremely Low- and Very Low-Income residents of AH due to higher cost of living & high AMI limits
- **Financial stress can be mitigated** by proximity and access to – and thus greater likelihood of retaining – jobs
- **Residents want:** permanent and deep affordability, quality affordability through managed units; and homes near labor intensive job centers

GENERATION HOUSING NAPA VALLEY

Policy Insights:

What features of AH rentals contribute to these benefits?



- The most affordable units on the market — those priced below $1,000 have shrunk by 80% since the period 2008-2012, from nearly 5,000 units to under 1,000 units today.

GENERATION HOUSING NAPA VALLEY

Policy Insights:

Benefits of AH Homes over Low-Cost Market Options:

1. **Longer-term stability in cost and location**
   a. Fixed, income-based rents, even if comparatively higher than low-cost market options, mitigate stress
   b. Income-restriction has stronger guarantees that units go to lower earners: In Napa Valley, nearly 1,800 market-based units that cost $1,000 per month are occupied by above moderate households
   c. Lower frequency of conversion or demolition especially in a centralized location where low-cost, market-based housing is especially susceptible to these forces.

1. **Management and mandated oversight over quality**
   a. Less prone to deterioration over time including risk of exposure to unsafe conditions
   b. Less prone to subdivision of units (i.e. smaller units) thus typically able to provide and maintain more space

GENERATION HOUSING NAPA VALLEY

Policy Insights:

How can this guide local AH policy, funding, assessment

1. **Locate AH near job centers**
    a. Use public power to secure rare and valuable surplus land near job centers, especially labor intensive jobs
    b. Prioritize units near job centers even if outside of downtown. A share of residents reported moving farther away from their job to access an AH unit.
2. **Supplement with better system of low-cost market options**
    a. Get housing inventory moving at below-moderate levels by giving moderate and above moderate residents options to upgrade or move and thus free up the low-cost housing they are occupying
3. **Better assess value and impact of AH investment**
    a. Assess investment in deed-restricted, income-based homes as doing more than capping rents—but preserving access to job markets, supporting family stability, and allowing working residents to remain close to communities, schools, and services they depend on.

GENERATION HOUSING NAPA VALLEY


SOMOS
GEN H
GENERATION HOUSING.ORG


WE ARE
GEN H
GENERATION HOUSING.ORG

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1057

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 the Napa County Winegrape Pest and Disease Control District Board of Directors

RECOMMENDATION

Reappoint Christopher Hyde and David Ilsley with terms of office to commence immediately and expire on March 26, 2028 and choose two of the following applicants to represent Napa County Vineyards on the Napa County Winegrape Pest and Disease Control District Board of Directors with terms of office to commence immediately with one term to expire on March 26, 2026 and one term to expire on March 26, 2028. (No Fiscal Impact)

Michael Code

William A. Thomas

Patrick Tokar

Megan Coy

BACKGROUND

There are currently four openings due to resignations and term expirations on the Napa County Winegrape Pest and Disease Control District Board of Directors. The County Executive Office advertised the openings and received two reappointment requests from Christopher Hyde and David Ilsley and four applications from Michale Code, William A. Thomas, Patrick Tokar, and Megan Coy.

On January 2, 2002, the Napa County Winegrape Pest and Disease Control District Law (Food and Agricultural Code sections 6292 et seq.) was enacted. The purpose of this law is to make available a procedure for creating the Napa County Winegrape Pest and Disease Control District to assist in the funding of inspection, detection,

prevention, and education of Pierce's Disease as stated in the Napa County Glassy-Winged Sharpshooter Work Plan, as approved by the California Department of Food and Agriculture, and accepted by the Napa County Board of Supervisors, to prevent the spread of Pierce's Disease by the glassy-winged sharpshooter.

On February 19, 2002, the Napa County Board of Supervisors adopted Resolution No. 02-26 establishing the Napa County Winegrape Pest and Disease Control District. In 2006, Napa County growers voted to expand the scope of the District to include programs to detect and control a recent introduction into Napa County, the Vine Mealy bug. The District collects annual assessments of $5.60 per acre for both Glassy-Winged Sharpshooter and Vine Mealy bug control programs.

The District is administered by a five-member Board of Directors. Applicants must meet the following qualifications to serve on the District Board:

a. They must be a citizen of the United States and resident of California;

b. They must own lands included in the District devoted, in whole or in part, to the growing of winegrapes; and

c. They must have demonstrated an interest in the control of winegrape pests and diseases.

On August 13, 2025, the Napa County Winegrape Pest and Disease Control District Board of Directors met at a regular meeting and voted to recommend Megan Coy and Patrick Tokar to the Napa County Winegrape Pest and Disease Control District Board of Directors. (Recommendation letter attached)

PROCEDURAL REQUIREMENTS:

1. Staff report.
2. Public comments.
3. Motion, second, discussion, and vote on the item.

Requested Action:

Reappoint Christopher Hyde and David Ilsley with terms to commence immediately and expire on March 26, 2028; accept the recommendation of the Napa County Winegrape Pest and Disease Control District Board of Directors and appoint Patrick Tokar with a term to commence immediately and expire on March 26, 2026, and appoint Megan Coy to a term to commence immediately and expire on March 26, 2028 to the Napa County Winegrape Pest and Disease Control District Board of Directors.

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

March 11, 2025

Christopher Hyde
[redacted]
Napa, CA 94559
[redacted]

Re: Napa County Winegrape Pest & Disease Control District

Dear Christopher:

You have been a valued member of the **Napa County Winegrape Pest & Disease Control District**. The term of your position will be expiring on March 26, 2025. If you wish to request reappointment for another three-year term, please check the box below:

☑ Yes, I would like my name, this reappointment request letter and application forwarded to the Board of Supervisors requesting reappointment to the **Napa County Winegrape Pest & Disease Control District** for a three-year term.

==========

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 or email **no later than 5:00 p.m. on March 21, 2025.**

SIGNATURE

3/13/2025
DATE

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Winegrape Pest & Disease Control District Board of Directors: Submitted

Category of Membership for Which You Are Applying

Board Member

Profile

Christopher
First Name

Middle Initial

Hyde
Last Name

[redacted]
Email Address

[redacted]
Home Address

Suite or Apt

Napa
City

CA
State

94559
Postal Code

Which supervisorial district do you reside in? *

☑ District 1

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

[redacted]

Primary Phone

Hyde Vineyards	Manager	Farmer
Employer	Job Title	Occupation

Education/Experience

BS Farm and Ranch Management and Viticulture California Polytechnic State University San Luis Obispo MBA Wine Business Sonoma State University

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

Shannon Hyde, Estate Manager

Resume

resume_-C_Hyde-_2025.doc
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

drp private applicator certificate valid through Dec 31, 2027

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

Community Participation

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

As Managing Partner and Vineyard Manager at Hyde Vineyards, and owner/operator of over 200 acres in Carneros, Napa Valley, I understand the importance of the Pest District here in Napa, particularly as we farm on the frontier near the border of two other counties. We have been working with the county and Hyde Vineyards is member local organizations including Napa Valley Grapegrowers and Napa County Farm Bureau, where I have served as board member for several years now.

Nature of activity and community location

Vineyard Manager in Carneros, Napa Valley

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

Napa County Farm Bureau, currently

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)

Christopher J. Hyde

Date

3/11/2025

Christopher J. Hyde

[redacted] Napa CA, 94559

[redacted]

Professional Experience

- Wilson Daniels Co., Young's Market, St. Helena, CA Sales Intern, 2007
- Merryvale Vineyards LLC, Vineyard/Winery Intern, June - December 2010
- Hyde Vineyards, General Manager, 2011-Present
- HDEV Wines LLC, Director of Viticulture, 2012-Present
- Hyde Estate Winery, Managing Partner, 2013-Present
- Napa Farm Bureau, Director 2016-Present

Education& Other Credentials

- B.S., Agricultural Business, Farm and Ranch Management, California Polytechnic State University, San Luis Obispo, CA -2009
- M.B.A., Sonoma State University, Wine Business -2016

Study Abroad

- Universidad de Salamanca, Studies in Spanish written and oral language -2003
- Universidad de Valladolid, Spanish culture and language -2004

Language Skills

- Fluent in Spanish
- Fluent in Polish

References

Peter Rumble (CEO, Napa Farm Bureau)..... [redacted]

David Wilson (Rancho Chimiles, Vineyard Manager)..... [redacted]

James Hall (Winemaker, Founder, Patz & Hall)..... [redacted]

Charles W. Fairbanks V (Estate Director Crown Point Vineyards)..... [redacted]

A Tradition of Stewardship
A Commitment to Service

County Executive Office

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

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

March 11, 2025

David Ilsley
[redacted]
Napa, CA 94558
[redacted]

Re: Napa County Winegrape Pest & Disease Control District

Dear David:

You have been a valued member of the **Napa County Winegrape Pest & Disease Control District**. The term of your position will be expiring on March 26, 2025. If you wish to request reappointment for another three-year term, please check the box below:

☒ Yes, I would like my name, this reappointment request letter and application forwarded to the Board of Supervisors requesting reappointment to the **Napa County Winegrape Pest & Disease Control District** for a three-year term.

==========

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.

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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 or email **no later than 5:00 p.m. on March 21, 2025.**

SIGNATURE

4-22-25
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.

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California Fair Political Practices Website

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Which Boards would you like to apply for?

Napa County Winegrape Pest & Disease Control District Board of Directors: Submitted

Category of Membership for Which You Are Applying

Napa County Vineyards

Profile

David
First Name

Middle Initial

Ilsley
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

Shafer Vineyards	Director Vineyard Operations	Vineyard Manager
Employer	Job Title	Occupation

Education/Experience

Batchelor of Arts University of Washington

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

Lorrie Ilsley teacher NVUSD

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 wish to continue supporting the local industry pest detection and exclusion efforts.

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

David Ilsley

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

David Ilsley

Date

4/9/25

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.

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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 Winegrape Pest & Disease Control District Board of Directors: Submitted

Category of Membership for Which You Are Applying

Board of Directors

Profile

Michael (First Name) | (Middle Initial) | Coode (Last Name)

[redacted] (Email Address)

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

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

Which supervisorial district do you reside in? *

☑ District 3

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

[redacted] (Primary Phone)

Pope Valley Winery	General Manager and Winemaker	General Manager
Employer	Job Title	Occupation

Education/Experience

Master of Wine Business Bachelor Applied Science (Wine Science)

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

Stefanie Coode

Resume

Michael_Coode_Resume_2025.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

RBS Alcohol Server Certification 3-15-25

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

Josh Anstey [redacted] David Eakle [redacted] Diana Eakle - Hawkins [redacted]

Community Participation

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

Having worked extensively in public and private wine research both domestically and internationally, I feel I could bring a tramendous amount of knowledge and experience to this particular field

Nature of activity and community location

Part of the Historic Society Pope Valley Winery has and will continue to be invovled in several community events and fundraisers and donated generously too

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

This will be the first

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

NA

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)

Michael G M Coode

Date

6/6/2025

Michael Coode

General Manager and Head Winemaker

[redacted] Angwin, CA 94508
[redacted]

Core Competencies

1. **Proven Leadership in the Wine Industry**: Asserts a significant track record of successful leadership over 22 years in the wine sector.

2. ****Vast Winemaking Experience**:** Highlights 25 harvests of comprehensive involvement across all facets, including research, sales, operations, and more.

3. ****Award-Winning International Recognition**:** Boasts an unmatched ability to produce award-winning wines that have earned international acclaim, spearheading impactful product development and operational enhancements with a keen eye on boosting ROI.

4. ****Expert Financial Management**:** Showcases a deep and authoritative understanding of the economic aspects of winery management, from crafting budget-friendly strategies to enhancing sales performance.

5. ****Comprehensive Skill Set**:** Merges diverse abilities from product innovation to tasting room oversight, underscoring a relentless drive towards business excellence and pioneering within the wine industry.

EXPERIENCE

Pope Valley Winery, Pope Valley California (60 Tons, ~3,000 Cases)
General Manager and Head Winemaker
January 2025 – Present

- Relaunching the historic brand, leading the redesign of brand architecture. Realizing packaging opportunity costs in all facets of the business.
- Leading the community engagement and go to Market strategy for this historic site

Rutherford Hill Winery, Rutherford California (600 Tons, ~28,000Cases)
Head Winemaker and General Manager
May 2022 – December 2024

- Reporting into VP of Supply and manage a team of 24
- Relaunched the brand, co-lead the redesign of brand architecture as well as wine style with a consumer centric approach. Realized packaging opportunity costs to drive miscellaneous cost down.
- Co-lead with the VP of Marketing, and VP of Public Relations the Go to Market strategy as well as worked with the Tasting Room Director on the DTC strategy and communications.
- Set and maintained budgets, P&L statements and capex project plans.
- Achieved equal highest Wine Spectator review for a Napa Sauvignon Blanc in the publication's history.
- Achieved equal highest Wine Spectator Merlot rating for 2021 as well as the estates highest score.

Rombauer Vineyards, Plymouth California (1800 Tons, ~75,000Cases)
Site Manager and Associate Winemaker
May 2020 – May 2022

- Managed winery and vineyard operations encompassing 140 acres of estate vineyards and 7 growers totaling 1,000 tons.
- Ensured a healthy budget was achieved sitewide as well as a strong team culture.
- Assisted in creating a wine experience that drove consumer loyalty that also enlisted the local community in driving visitation.

E & J Gallo, Modesto California
New Product Development Manager
June 2016 – May 2020

- Reporting into Senior Director Winegrowing and managed a team of 3
- Led the product development department for the <$20 wine category, overseeing several winemakers' areas and production teams across multiple sites and regions.
- Drove the cross-functional collaboration in the development of 100+ SKUs from ideation to bottling involving consumer & product insights, research, winemaking, and brand management.
- Extensively supported the R&D Team develop new varietals and growing techniques to support new wine making techniques or strategies
- Instituted processes for product management to ensure winemakers adhered to methods for meeting targeted wine styles and TTB regulations.
- Supported company expansion by developing new international wines in country.
- Developed new products in Chile and Argentina for Gallo to export to global destinations

Inglenook, Rutherford California (~250 Acres, 15,000cases)
Production Operations Manager
May 2015 – May 2016

- Designed and implemented a research program for winemaking and vineyard management operations excellence (including a 5-acre research vineyard).
- Diagnosed, mapped, and implemented a strategy for managing the damaging red blotch virus.
- Aided the Managing Director and architectural team in designing a state-of-the-art estate winery.

Australian Wine Research Institute, Australia *(100tons, ~360 Ferments)*
Winemaker & Operations Manager
November 2012 – May 2015

- Reporting into Enology Professor and managed a team of how many 3
- Managed research winery operations with 350+ pilot-scale ferments and custom crush projects.
- Returned the first surplus ($110k+) in the winery's history from a deficit of 5+ years.
- Judged at national wine competitions; and supervised undergraduate and postgraduate students.

South Australian Wine Industry Association, Adelaide Australia
Wine Educator and Industry Representative
June 2011 – May 2015

GLOBAL HARVEST EXPERIENCE

Paul Jaboulet Aîné	Hermitage	France	September – October 2014
Loom Wine	McLaren Vale	Australia	November 2011 – May 2012
Wolf Blass	Barossa Valley	Australia	January – April 2011
Peller Estate	Niagara	Canada	September – November 2010
Tyrrell's Wine	Hunter Valley	Australia	January – February 2009
Château Margaux	Bordeaux	France	September – November 2008
Inniskillin Wines	Niagara	Canada	September 2007 – February 2008
Tahbilk	Nagambie	Australia	February – April 2007

EDUCATION

University of Adelaide, Adelaide Australia *- Master of Wine Business*

2009 – 2010

Master's thesis: *Wine Tourism Effects of the Tasting Room on Consumer Brand Loyalty*

Charles Sturt & Deakin University, Geelong Australia *- Bachelor of Applied Science (Wine Science)*

2006 – 2008

Publications

The Buyer.net *– Michael Coode's winemaking CV is shaking things up at Rutherford Hill*

Published Master Thesis - Wine Tourism Experience Effects of the Tasting Room on Consumer Brand Loyalty

Accolades

James Suckling – Rutherford Hill 9 wines with 90+ *(achieved the Brands highest scores of 93)*

Wine Spectator – Achieved the highest scores for the winery (in 40 years)

- **Rutherford Hill 2021 Stag's Leap Merlot** 94 *(The brands highest score and equal best score for Napa Valley Merlot)*
- **Rutherford Hill 2022 Sauvignon Blanc** 94 *(Equal highest in Napa Valley for the vintage and in the history of the publication for Napa Sauvignon Blanc)*

Wine Advocate – Rutherford Hill 8 wines with 90+ *(achieved the Brands highest scores of 93)*

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 Winegrape Pest & Disease Control District Board of Directors: Submitted

Category of Membership for Which You Are Applying

Board of Directors

Profile

William (First Name) | A (Middle Initial) | Thomas (Last Name)

[redacted] (Email Address)

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

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

Which supervisorial district do you reside in? *

- [x] District 2

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

[redacted] (Primary Phone)

Foley Family Farms	Director of Napa and Lake County Winegrowing	Viticulturist
Employer	Job Title	Occupation

Education/Experience

2009 - BS (UC Davis), Viticulture & Enology 2011 - MS (UC Davis), Horticulture & Agronomy 2015 - MBA (Sonoma State), Wine Executive Program

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

Nicole Thomas, wholesale food distribution

Resume

Will_Thomas_Resume_Jun_2025.pdf
Upload a Resume

NCWPDCD_Board_Letter_2025.pdf
Letter of Recommendation or Supplemental Attachments

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

Pest Control Adviser #131115 (ABE) - Issued 2/28/24, exp 12/31/25

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

Lise Asimont - [redacted]s - [redacted] Dr. Daniel Roberts - [redacted]
Dr. Andy Walker (retired) - [redacted]

Community Participation

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

Ultimately, my desire to serve on this board again comes from a lifetime rooted in Napa Valley. Having worked in the wine industry for nearly twenty-five years, I believe the next twenty-five years will be incredibly challenging for growers and winemakers as we fend off new invasive pests or ones that are already established. I'd be honored to continue applying my knowledge and experience to help protect both the present and future of agriculture in Napa Valley.

Nature of activity and community location

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

NCWPDCD Board, 2020-2022 Sonoma County Vineyard Technical Group Board, 2014-2019

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)

William A. Thomas

Date

6/12/2025

WILLIAM A. THOMAS

[redacted], Napa, CA 94558
[redacted] [redacted]

EXPERIENCE

DIRECTOR OF WINEGROWING, NAPA & LAKE COUNTIES **Jul 2022-Present**
Foley Family Farms, Napa, CA
Full operational, financial, and logistical control and responsibility for up to one thousand one hundred seventy-nine planted acres covering the full range of quality and bottle price tiers. Farmed to or below budget, coordinated delivery of fruit to five wineries in two counties. Conducted internal research on heat mitigation techniques, followed by sensory.

DIRECTOR OF WINEGROWING **Jan 2020-May 2022**
Lawrence Wine Estates, St. Helena, CA
Immediate viticultural shifts to resolve and improve wine quality; optimized and increased berry phenolic production, managed intake acid ratios through cultural practices. Forensic financial analysis of farming costs, created simplified vineyard costing logic/mapping. Built planning tools, budgets and farm plans allocating fruit from six hundred acres of organically and biodynamically certified estate vineyards to five winemakers (seven brands) across Napa Valley.

VITICULTURIST, LYTTON SPRINGS **Jul 2011-Dec 2019**
Ridge Vineyards, Healdsburg, CA
Responsible for 350 acres of estate vineyards, including recordkeeping for organic and sustainability certifications, hiring and management of seasonal interns, supervision of vineyard management crews, creation and implementation of farming plans/budgets, pest control/spray programs, harvest logistics and field QC. Designed experiments and analyzed fruit outcome/blend data to improve techniques and wine quality, all in collaboration with winemaking teams. Oversaw successful transition to night picking, developed enhanced yield estimate and petiole sampling techniques, created an internal "report card" for blocks using historical performance and harvest data.

HARVEST INTERN **Aug 2010-Dec 2010**
Vineyard 29, St. Helena, CA
Contributed on a 7-person team to the production of elite Napa Valley Cabernet-based wines by performing all standard harvest operations at the highest level of care, quality and detail.

GRADUATE STUDENT RESEARCHER **Feb 2008-Sept 2010**
Walker Lab, UC Davis, Davis, CA
Conducted multiple experiments for Master's thesis exploring salt-tolerant behavior in grapevines, after transitioning from undergraduate research assistant in 2009. Established a rapid, cost-effective assay that produces consistent results. Designed and constructed a greenhouse automated irrigation system for future salinity research. Participated in large scale grape breeding projects on Pierce's Disease and Fanleaf virus resistance.

VITICULTURAL TECHNICIAN **May 2005-Mar 2007**
Integrated Wine Growing/Vinifera Technologies, Sebastopol, CA
Responsible for scheduling and sampling tissue for analysis in accordance with winemaker recommendations. Worked closely with winemakers to achieve desired fruit quality. Measured water stress and compiled vigorous site notes.

CELLAR WORKER **Aug 2001-Jan 2003**
Merryvale Winery, St. Helena, CA
Carried out all harvest and post-harvest cellar operations: pumpovers, racking, pressing, tank additions, barrel stacking, forklift operation and bottling. Responsible for drain sanitation, organization of equipment storage area.

WILLIAM A. THOMAS

EDUCATION

SONOMA STATE UNIVERSITY: M.B.A. – Wine Business (Executive Program) Fall 2015

UNIVERSITY OF CALIFORNIA, DAVIS: M.S. – Viticulture (Horticulture & Agronomy) Spring 2011

UNIVERSITY OF CALIFORNIA, DAVIS: B.S. – Viticulture and Enology Spring 2009

SKILLS

- Fully versed in Microsoft Office – Word, Excel, Outlook, Access, PowerPoint, Business Central
- Skilled use of AgCode software – web portal, tablet, desktop
- Capable user of Winemaker's Database, VinTrace
- Effective Spanish capabilities, basic knowledge of French

PUBLICATIONS/ASSOCIATIONS/CERTIFICATIONS

- American Journal of Enology and Viticulture 64:2, 241-250,(2013)
  - Cultural Conditions and Propagule Type Influence Relative Chloride Exclusion in Grapevine Rootstocks
  - Co-authors with Dr. Kevin Fort, Dr. Kristin Lowe, Dr. Andy Walker
- Journal of the Science of Food and Agriculture 104:1, 352-361 (2023)
  - Effect of applied shading during fruit ripening on tannin structure-activity relationships of grape skin extracts
  - Co-authors with Dr. James Kennedy, Dr. James Campbell, Dr. Andrew Waterhouse
- Wines & Vines, July 2014, pp 70-73
  - Effect of Lag Phase Thinning on Zinfandel
  - Co-authors with Dr. James Kennedy, David Gates, Nicolas Brunier, Matthew Revelette
- Napa County Winegrape Pest and Disease Control District – Board of Directors 2020-2022
- American Vineyard Foundation Cultural Practices Review Committee 2015-Present
- Sonoma County Vineyard Technical Group – Board of Directors 2014-2019
- Fruition Sciences Vintage Report Innovation Award Winner 2014
  - Only 3-time finalist in the history of the award
  - Invited speaker at 2018 Sonoma Vintage Report
- Invited speaker at Wine Business Innovation + Quality conference
  - 2015: Use of Emerging Technology for Water Use Optimization
  - 2016: Innovations in Vineyard Mapping
- Presented at Zinfandel Advocates and Producers
  - 2013: Historic Vineyard Society private session – *Mapping of Century Old Field Blends*
  - 2016: California Great Growth Vineyards – *Lytton Springs*
- Unified Grape & Wine Symposium TED Talk, 2019 – Technology in Vineyards
- Guest lecturer at UC Davis, Fresno State University, Santa Rosa Junior College, Napa Valley College
- Agricultural Pest Control Adviser 2013-Present
  - Weeds, plant pathology, invertebrates.

Foley Family Farms
10300 Chalk Hill Road
Healdsburg, CA 95448

June 12, 2025

Napa County Winegrape Pest and Disease Control District
1195 Third Street
Suite 310
Napa, CA 94559

Dear District Board Members,

Foley Family Farms would like to designate Will Thomas as our representative to serve on the Napa County Winegrape Pest and Disease Control District Board. We firmly believe in giving back to the community and would like to see Will serve on the NCWPDCD Board in his previous capacity. His experience, demeanor, and ties to the area would continue to benefit Napa Valley.

Thank you,

Lise Asimont



Senior Vice President
Foley Family Farms
707-235-0182
Lasimont@foleyfamilyfarms.com

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 Winegrape Pest & Disease Control District Board of Directors: Submitted

Category of Membership for Which You Are Applying

Napa County Vineyards

Profile

Patrick (First Name) | (Middle Initial) | Tokar (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 5

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

[redacted] (Primary Phone)

Bianco Winegrowing	Director of Viticulture	Viticulturist
Employer	Job Title	Occupation

Education/Experience

B.S. Agricultural Business Management, Cal Poly Pomona M.S. Plant Protection and Pest Management, UC Davis I have been working over 20 years in Napa County mainly for vineyard management companies and individual wineries.

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

Jennifer Tokar, School Teacher

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

CA Pest Control License # 71547 expires 12/31/25 CA Qualified Applicators License # 108541 expires 12/31/25

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

Domenick Bianco [redacted] Don Munk [redacted] Richie Allen [redacted]

Community Participation

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

I have a master's in Plant Protection and Pest Management. This, along with being a PCA for over 20 years, has given me a perspective on the importance of being prepared before a pest outbreak occurs and the value of exclusion of unwanted pests into the county.

Nature of activity and community location

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

Groundwater Sustainability Plan Advisory Committee

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

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Patrick W. Tokar

Date

6/16/25

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 Winegrape Pest & Disease Control District Board of Directors: Submitted

Category of Membership for Which You Are Applying

Board of Director

Profile

Megan (First Name) | (Middle Initial) | Coy (Last Name)

[redacted] (Email Address)

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

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

Which supervisorial district do you reside in? *

- [x] District 2

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

[redacted] (Primary Phone)

Regusci Vineyard Management	Viticulture Manager	Viticulturist
Employer	Job Title	Occupation

Education/Experience

I have a BS from CSU, Chico in Agriculture with an Option in Plant and Soil Sciences. After graduation in 2008 I started a research vineyard internship at Gallo in Healdsburg. The following season I started to at Crop Care as a field scout for 7 years. During my time at Crop Care I got my Pest Control Advisor License and made pesticide recommendations for clients. I moved into vineyard management in 2016 at Atlas Vineyard Management where I continued to field scout but then also ran their spray program to prevent and control Powdery Mildew and other pests. In 2017, I took the Viticulturist Position at Regusci Vineyard Management. I over see our Vine Mealybug control program, irrigation scheduling, and fertility program.

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

Nicholas Coy- Mechanic

Resume

Megan_Coy_s_Resume.pdf
Upload a Resume

Megan_Letter.pdf
Letter of Recommendation or Supplemental Attachments

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

Pest Control Adviser License July 2010 Category A - Insects, Mites and Other Invertebrates Category B- Plant Pathogens February 2012 Category E- Weed Control

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

Kelsey Leslie - [redacted] Katey Taylor - [redacted] Jason Lauritsen - [redacted]

Community Participation

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

My first job in Napa County was a field scout looking for major pest and diseases in the vineyards throughout the valley. I quickly realized the importance of my role in the management these vineyard pests since I was the eyes in the field. The knowledge I gained through county trapping and education workshops funded by the Pest & Disease District were crucial in learning how to manage pest like Vine Mealybug. I would like to serve on the board because I feel this program is valuable to every grower, vineyard manager and field scout; and I feel it is important to continue to educate everyone including the general public about the major pest the Napa Valley has and continue to protect it from ones we don't have such as GWSS and the Spotted Lantern Fly.

Nature of activity and community location

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

Napa County Farm Bureau- Board of Director 2020-2024

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)

Megan M. Coy

Date

6/18/2025

MEGAN COY

[redacted]. • Napa, CA 94558 • [redacted] • email: [redacted]

LICENSE

Pest Control Advisor License — July 2010
- Category A - Insects, Mites and Other Invertebrates
- Category B- Plant Pathogens
- Category E- Weed Control — February 2012

EMPLOYMENT

VITICULTURE MANAGER — 01/2017-PRESENT
Regusci Vineyard Management — *Napa, CA*
- Led weekly vineyard management meetings with vineyard operations team
- Maintained relationships with key clients
- Manage nutrition program, including coordinating fertilizer and soil pesticide injections
- Developed irrigation schedules based on LWP data, field scouting and soil moisture monitors
- Weekly field scouting and pest monitoring across three counties
- Planned beneficial insect releases to combat Vine Mealybug and Spider Mite infestations
- Organized and submitted Pesticide Use Reports to CalAgPermit for all clients
- Collected and maintained vineyard data, time cards and material billing in AgCode
- Established Vine Mealybug management program using pheromones, beneficial insect releases and pesticide applications.
- Coordinated with vendors and consultants regularly to discuss services used on specific properties
- Directed seasonal viticulture intern team
- Developed crop yield estimations based on collected data
- Trained Viticulture team how to identify grape vine diseases, such as Leaf Roll and Red Blotch
- Assisted with CCOF, Fish Friendly Farming, CSWA, Napa Green, and Regenified certifications for client properties

VITICULTURIST — 02/2016-01/2017
Atlas Vineyard Management — *Napa, CA*
- Ran pest disease program for 1,200 acres throughout the North Coast
- Scheduled irrigation
- Supervised viticulture techs and interns on day-to-day activities
- Calculated Yield Estimate

PCA/FIELD REPRESENTATIVE — 03/2009-01/2016
Crop Care Associates — *Napa, CA*
- Recommended fungicides, insecticides, and herbicides for clients' spray programs
- Monitored 2000 acres weekly for seasonal insects, mites, and fungal pathogens
- Provided weekly monitoring reports to vineyard managers for aiding their IPM decisions
- Gathered petiole and soil samples for nutritional analysis
- Collected plant tissue samples for virus testing and composed written reports based on results
- Flagged vines with Leafroll and Red Blotch symptoms
- Organized all office files: general files, past project files and all data files
- Observed an array of farming styles (organic, mountain and valley floor vineyards)

HARVEST/CELLAR INTERN — 09/2010-02/2011
Frank Family Vineyards — *Calistoga, CA*
- Conducted daily harvest activities, such as pump overs, monitoring brix and temperatures during wine fermentation, making additions, sanitizing harvest/cellar equipment

- Operated forklift moving macrobins and wine barrels
- Assisted with rack and returns

HARVEST/CELLAR INTERN 08/2009-12/2009
Peju Province Winery *Rutherford, CA*
-Collected and conducted lab analysis on grape and wine samples for pH, TA, free and total sulfur
-Performed and monitored wine fermentations
-Facilitated quality control measures, including all harvest cellar activities

VITICULTURE RESEARCH INTERN 06/2008-12/2008
Gallo Family Vineyards *Healdsburg, CA*
-Developed viticulture research project on meeting and not meeting consumer product needs
-Data collected included: brix sampling, cluster counts, shoot weights, soil analysis, petiole sampling, pressure bomb readings
-Prepared and presented comprehensive report on collected data

EDUCATION

California State University, Chico May 2008
Bachelor of Science in Agriculture, Option in Plant and Soil Science

PROFESSIONAL ORGANIZATIONS

- Napa County Farm Bureau – Current Member, Past Board of Director
- Napa County Farm Bureau and Ag Commissioner Ag Day- Past Chair
- CAPCA- Member
- Napa Valley Vineyard Technical Group-Member
- Napa County Young Farmers and Ranchers- Past Chair
- St Helena Junior Women's Club- Past Member

4225 Solano Ave # 518
Napa, CA 94558
(707) 266-3286

Vine Balance
CONSULTING

June 11, 2025

To Whom it May Concern:

I am writing to enthusiastically recommend Megan Coy for the open Director seat on the Napa County Winegrape Pest and Disease Control District Board. Megan possesses extensive experience in managing vineyard pests and diseases, as well as a strong commitment to community and agriculture here in the Napa Valley.

Megan and I first met when we worked for Crop Care Associates as field representatives, and we quickly became partners in our learning of all the insects, pathogens, viral diseases, and weeds present in Napa vineyards, both common and obscure. Once she achieved her Pest Control Advisor License, we regularly bounced ideas off one another on appropriate spray schedules, rates, and IPM concepts. Megan has always been committed to continual learning, and not only regularly attends but has organized continuing educational events for industry members to maintain their needed CE hours for licensing.

I have always been impressed with Megan's tireless work ethic, and willingness to volunteer her time for her community. From her work with the Napa County Farm Bureau to her time tending the Brown's Valley Elementary School Garden with her family, she has always selfishly offered up her energy and expertise in all things community focused for agriculture.

Megan remains to this day my go-to colleague to attend conferences with, and just call to ask "what are you seeing out there in the vineyards?" I cannot think of a stronger candidate to serve on the Napa County Winegrape Pest and Disease Control District Board.

Sincerely,

Kristin Lowe

Kristin Lowe, Ph.D.
President
Vine Balance Consulting

Agricultural Commissioner/Sealer of Weights & Measures

1710 Soscol Avenue, Suite 3
Napa, CA 94559-1311
www.countyofnapa.org

Main: (707) 253-4357
Fax: (707) 253-4881

Tracy Cleveland
Agricultural Commissioner/
Sealer of Weights & Measures

A Tradition of Stewardship
A Commitment to Service

August 13, 2025

Neha Hoskins
Clerk of the Board
Napa County Executive Office

Dear Neha,

On August 13, 2025, the Napa County Winegrape Pest and Disease Control District voted to respectfully recommend that the Napa County Board of Supervisors appoint Megan Coy and Patrick Tokar to the District.

Thank you.

Kind regards,

Christopher Hyde
Chair
Napa County Winegrape Pest and Disease Control District

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1555

TO: Board of Supervisors

FROM: Neha Hoskins - Clerk of the Board

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

SUBJECT: Appointments to the Napa County Behavioral Health Board

RECOMMENDATION

Choose two of the following applicants to the Napa County Behavioral Health Board, with terms of office commence immediately and expire on January 1, 2027. (No Fiscal Impact)

Brigid Moynihan

Amy Montanez

Walter E. Nygaard

BACKGROUND

There are currently two vacancies due to resignations on the Napa County Behavioral Health Board. The County Executive Office advertised the vacancies and received three applications from Brigid Moynihan,

Amy Montanez, and Walter E. Nygaard.

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

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

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

The purposes of the Behavioral Health Board are as follows:

1. Review and evaluate the county's mental health and substance use disorder needs, services, facilities, and special problems.
2. Review any county agreements entered into pursuant to Section 5650.
3. Advise the Napa County Board of Supervisors and the Napa County Behavioral Health Director as to any aspect of the county's mental health and substance use disorder programs.
4. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
5. Submit an annual report to the Napa County Board of Supervisors on the needs and performance of the behavioral health system of Napa County.
6. Review and make recommendations on applicants for appointment of the Napa County Director of Behavioral Health Services. The Behavioral Health Board shall be included in the selection process prior to the vote of the Napa County Board of Supervisors.
7. Review and comment on Napa County's performance outcome data and communicate its findings to the California Behavioral Health Planning Council.
8. Assess the impact of the realignment of services from the state to Napa County on services delivered to clients and on the local community.
9. Perform such additional duties as may be assigned to the Behavioral Health Board by the Napa County Board of Supervisors.

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

a. One member of the Napa County Board of Supervisors.
b. At least one veteran or veteran advocate.
c. At least fifty percent of the Board membership shall be consumers, who are receiving or have received mental health or substance use disorder services, or their family members. One of these members shall be an individual who is 25 years of age or younger. At least two of these shall be a family member of a consumer or a consumer of substance use disorder services. At least two of these shall be a family member of a consumer or a consumer of mental health services.
d. At least one member of the board shall be an employee of a local education agency.
e. At least twenty percent of the Board membership shall be consumers.
f. At least twenty percent of the Board shall be family members of consumers.
g. Any members who are not consumers or family members of consumers shall be individuals who are

interested and concerned citizens from the general public.

On February 12, 2025, the Napa County Behavioral Health Board met at a regular meeting and voted to recommend Amy Montanez to represent Consumer and Walter E. Nygaard to represent Veteran to the Napa County Behavioral Health Board. (Recommendation letter attached)

PROCEDURAL REQUIREMENTS:

1. Staff reports.
2. Public comments.
3. Motion, second, discussion and vote on the item.

Requested Action:

Accept the recommendation of the Napa County Behavioral Health Board and appoint Amy Montanez to represent Consumer and Walter E. Nygaard to represent Veteran to the Napa County Behavioral Health Board.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

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

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

Public Records Act

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Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Behavioral Health Board: Submitted

Category of Membership for Which You Are Applying

Interested and Concerned Citizen

Profile

Brigid (First Name) | (Middle Initial) | Moynihan (Last Name)

[redacted] (Email Address)

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

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

Which supervisorial district do you reside in? *

- [x] District 4

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

[redacted] (Primary Phone)

North Bay Regional Center	Service Coordinator	Social Work
Employer	Job Title	Occupation

Education/Experience

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

Resume

Moynihan_Resume_2024.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

Community Participation

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

I believe I would be a great asset to this committee as I have years of experience working with and for those with behavioral health issues. I have a personal connection to this issue as well as I have family who struggle with behavioral health issues. I have seen first hand the neglect that occurs to those who want support, and how that impacts not only the individuals life but also those who love and care for them. I have research experience as well working to create programs to assist those with behavioral health needs. I would be a great contribution to this committee as I have a strong desire and drive to serve my community and I am passionate about helping those who cannot help themselves on their own.

Nature of activity and community location

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)

Brigid Moynihan

Date

1/20/2025

BRIGID MOYNIHAN

[redacted] Napa, CA 94559

[redacted]
[redacted]

Skills Summary

Driven individual with superior skills in both team-based and independent capacities. I bring a strong work ethic and excellent organizational skills to any setting. I have over 70 hours of professional development trainings and certifications related to the social services industry.

Education

Criminal Justice Bachelor of Science/ University of Nebraska-Lincoln

- Minors in Spanish and Psychology
- 3.96 GPA
- Dean's List Honoree Fall 2018, Spring 2019, Fall 2019, Spring 2020, Fall 2020, Spring 2021
- Undergraduate Major Award Recipient Spring 2021
- Graduated with Highest Honors Spring 2021
- Study Abroad: Spain 2019
- UCARE Recipient 2020

Experience

North Bay Regional Center

Case Manager / September 2023- Present

- Responsible for meeting with clients and client families yearly to update client charts.
- Responsible to assist clients with health, residential, educational, and social integration services.
- Provides coordination services for clients with other community programs.
- Manage a caseload of approximately 85 clients.

Larkin Street Youth Services

Case Manager / March 2023-September 2023

- Responsible for intake and assessment; direct service linkage and referral; case planning and contracting; case coordination and advocacy; and follow-up and aftercare
- Provides crisis prevention, intervention, and safety planning services, along with stress management and life skills development.
- Assists young people in applying for and obtaining benefits and housing.
- Assists in providing client resources with outside agencies and support services that
  promote the health and wellness of youth
- Managed a case load of over one hundred clients

Larkin Street Youth Services

Engagement Counselor / October 2022-March 2023

- Supervise and maintain community center
- Engage with clients through client check-in to address social and emotional needs,
  and provide support

- Assist clients with obtaining basic life needs

Americorps
Expanded Learning Mentor / September 2021-June 2022

- Provided social and emotional learning skills to middle and high school students
- Assisted in running an afterschool program that helped students with tutoring as well as
  peer relation support
- Worked on a team with program supervisors, teachers, principals, counselors, and other mentors to create curriculum that best benefits students' learning as well as social and emotional growth

Center For Children, Families, and The Law
Research Assistant / October 2018-May 2021

- Supported project leads in preparing regulatory documentation and presentations highlighting findings.
- Utilized SPSS and Qualtrics regularly to store data, model results and generate reports.
- Worked closely with judges, attorneys, and caseworkers in the Lancaster County
  Juvenile Justice Courts system
- Executed qualitative and quantitative analysis on wide range of data.
- Utilized effective speaking skills to ask questions of survey participants and prompted
  adequate responses in-person or over telephone.

Activities

- Teammates Mentor 2018-2021
- Juvenile Justice Institute Research Assistant (Internship)
- Youth Rehabilitation and Treatment Center Mentor

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 Behavioral Health Board: Submitted

Category of Membership for Which You Are Applying

Behavioral Health

Profile

Amy (First Name) | (Middle Initial) | Montanez (Last Name)

[redacted] (Email Address)

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

[redacted] (City) | CA (State) | 94567 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 3

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

Home: [redacted] (Primary Phone)

Burnett Therapeutic Services	VP of Clinical Operations	Mental and Behavioral Health
Employer	Job Title	Occupation

Education/Experience

Amy began her career in the behavioral and mental health field in 2007, supporting individuals with developmental disabilities. This hands-on experience fueled her passion for improving lives and empowering both clients and staff. In 2009, Amy earned her Master's degree in Clinical Psychology and later went on to obtain her license in Marriage and Family Therapy. Throughout her career, Amy has worked with children and adults with autism and other disabilities in a variety of settings, gaining valuable insights and skills. Her ability to see the bigger picture and focus on the overall direction and mission of the clients and staff has been a driving force behind her career success. As the Vice President of Clinical Operations at Burnett Therapeutic Services, Amy oversees the clinical teams in both Applied Behavior Analysis (ABA) and Mental Health. In her role, she manages the operational functions that ensure the success of both clients and staff. Amy formulates policies, strategizes agency systems, and ensures the development and implementation of efficient operational practices that support the growth and success of the organization.

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

Roman Montanez; Fantesca Winery

Resume

Amy_Montanez_LMFT_Resume__2_.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

Licensed Marriage and Family Therapist, 2018-Present Schedule to review 2/18/2026

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

Mitze Burnett (Owner/ CEO of Burnett Therapeutic Services)- [redacted] Melissa Holbrook (Colleague at Burnett Therapeutic Services, Former Colleague [redacted] NTOR Network)- [redacted] Zack Sanck (Supervisee at Burnett Therapeutic Services)- [redacted]

Community Participation

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

I have a passion for supporting behavioral and mental health needs in our community. With my background serving individuals with varying backgrounds, cultures, needs, and disabilities, I'd love to support in finding solutions and ways to continue to support the needs of our community.

Nature of activity and community location

In addition to my mental health background, I served on the Napa County Search and Rescue team, serving the community by searching for missing people, evidence searches and fire evacuations.

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

None.

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

N/A

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Amy K. Montanez

Date

02/18/2025

Amy Montanez, LMFT

Licensed Marriage and Family Therapist
[redacted]

EXPERIENCE

Burnett Therapeutic Services / Vice President of Clinical Operations
10/2016-Present

Vice President of Clinical Operations

Strategize quality, growth and operations across mental health and Applied Behavior Analysis (ABA) programs. Manages operational functions, formulates policies and holds accountability for staff implementing procedures

Director of Clinical Operations

Oversee growth and operations of both mental health and ABA programs. Hire, assign and train management level clinicians.

Clinical Director

Led the provision of evidenced-based behavior programs for individuals with autism and other disabilities. Delivered training, contract management, and consultation to behavior specialists.

Therapist

Provided individual and family mental health therapist for children and adults. Conducted intake interviews, prepared diagnostic reports, developed comprehensive treatment plans and provided community resource referrals. Completed ongoing, accurate, and thorough clinical documentation. Managed crisis and mandated reporting.

ACES / Supervisor
09/2013 - 02/2017

Designed and modified direct therapy programs focusing on decreasing maladaptive behaviors and increasing social, communication, and adaptive skills. Conducted initial and ongoing assessments. Managed contract hours and client documentation. Provided trainings on behavior strategies and teaching strategies.

Easter Seals / Behavior Therapist
03/2013-09/2013

Provided individual and group intervention services for children with autism in order to build social and life skills that supported them to reach their optimal potential.

The MENTOR Network / Program Services Coordinator
09/2011-09/2013

Coordinated services for adults with developmental disabilities. Developed and implemented effective, individualized treatment plans. Managed crisis situations and supported care providers through the crisis while working with emergency personnel as needed. Supervised care providers to ensure documentation, safety, goal implementation and adherence to agency policies and procedures.

EDUCATION

Bethany University / Masters of Science
Clinical Psychology
Scotts Valley, CA; 2009

Bethany University / Bachelors of Arts
Psychology
Scotts Valley, CA/ 2009

AFFILIATIONS

California Association of Marriage and Family Services (CAMFT), 2008-Present

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 Behavioral Health Board: Submitted

Category of Membership for Which You Are Applying

Veteran

Profile

Walter (First Name) | E (Middle Initial) | Nygaard (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/1334/About-the-Board, click on "Look Up My District" and enter your address.

[redacted] (Primary Phone)

Self employed	Tax Accountant	Tax Prep
Employer	Job Title	Occupation

Education/Experience

BS Accounting, Cal State LA

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.

Jeff Dickerson, John Kent, and Dave Gaw

Community Participation

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

Understanding alcoholic behavior

Nature of activity and community location

California Vets Home Resident

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

Walter E Nygaard

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)

Walter E Nygaard

Date

6/22/25

August 28, 2025

To: Napa County Board of Supervisors
From: Patricia Sullivan, Chair, Napa County Behavioral Health Board

Re: Recommendations for Appointment to Behavioral Health Board

At the Wednesday, July 9, 2025 meeting, the Behavioral Health Board voted unanimously to recommend Amy Montonez to serve as a member of the Napa County Behavioral Health Board as an Interested & Concerned Citizen.

At the Wednesday, August 13, 2025 meeting, the Behavioral Health Board voted unanimously to recommend Walter Nygaard to serve as a member of the Napa County Behavioral Health Board as the Veteran.

Members of the Executive Committee interviewed both candidates. The interviewers were impressed by the candidate's backgrounds and by their openness about their experiences. We look forward to their contributions to the work of the board and to the community.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1538

TO: Board of Supervisors

FROM: Thomas C. Zeleny, Chief Deputy County Counsel

REPORT BY: Thomas C. Zeleny, Chief Deputy County Counsel

SUBJECT: Napa-Vallejo Waste Management Authority's New Construction & Demolition Facility

RECOMMENDATION

Adopt a Resolution approving the Napa-Vallejo Waste Management Authority's financing of its new Construction and Demolition Facility and finding significant public benefits associated with such financing. (No Fiscal Impact)

BACKGROUND

The Napa-Vallejo Waste Management Authority ("Authority") is a joint powers agency with membership consisting of Napa County and the Cities of American Canyon, Napa, and Vallejo. The Authority maintains the closed American Canyon Landfill and operates the Devlin Road Transfer Station.

At the Devlin Road Transfer Station, the Authority receives construction debris from both new construction and demolition of existing structures. The material is sorted and recyclable material diverted to minimize the material that is sent to a landfill for disposal. Most of this activity is conducted outdoors, where stockpiled material is exposed to the wind and rain. A photograph of the existing outdoor process is attached.

The Authority is preparing to start construction of a new 130,000 square foot building to house its construction and demolition debris operations ("Project"). The Project will allow the Authority to move the activity indoors, reducing dust that could be carried by winds and protecting most of the material from rain that could otherwise wash pollutants from the material into the storm drain system. The total cost of the Project, including design, construction management and contingencies, is estimated to cost $38 million. The Authority has $18 million in

cash to dedicate to the Project, with the remaining $20 million to be financed through a loan with a bank or other financial institution. The Authority issued a Request for Proposals for the loan, seeking proposals for both ten and fifteen year terms, with a deadline of September 8, 2025 for responses. The Authority opened 10 bids on August 26, 2025, to construct the project, which are currently being evaluated, but the lowest bid received was for $30.2 million.

Before the Authority can obtain financing for the Project, the Joint Exercise of Powers Act ("Act") in Government Code sections 6500 et seq. requires the Authority to seek approval to finance the Project from a local agency within whose boundaries the Project is located. The Project is located both within Napa County and the City of American Canyon, and the Authority chose to seek approval from Napa County. Napa County will not incur any obligations with respect to the Authority's loan. This is simply a procedural step imposed by the Act before a joint powers agency can finance a capital improvement project.

The Act also requires the local agency to make a finding of "significant public benefit" to financing the capital improvement project. Government Code section 6586 defines significant public benefit as any of the following:

(a) Demonstrable savings in effective interest rate, bond preparation, bond underwriting, or bond issuance costs.

(b) Significant reductions in effective user charges levied by a local agency.

(c) Employment benefits from undertaking the project in a timely fashion.

(d) More efficient delivery of local agency services to residential and commercial development.

Although only one of these four public benefits is required, this Project satisfies three of them. First under subsection (b), the financing will allow the Authority to spread the cost of the Project over a longer period of time, thereby mitigating increases to the tipping and other fees the Authority charges its customers from what would otherwise be necessary if the Authority were to cash-fund the entire Project. Second under subsection (c), the financing will allow the Authority to construct the Project now, providing well-paying prevailing wage jobs during a period when work is becoming harder to find, as evidenced by the 10 bids the Authority received on August 26, 2025, to construct the Project. Third under subsection (d), the Project will provide a large indoor space where the Authority can more efficiently divert and recycle construction and demolition debris from residential and commercial development, possibly increasing diversion by up to 25%, while reducing dust and the risk of pollutants entering the stormwater system during rainy weather. These findings are included in the proposed Resolution presented to the Board with this item.

Procedural Requirements:

1. Open Public Hearing

2. Staff Report

3. Public Comment

4. Close Public Hearing

5. Motion, second, discussion, and vote on the item

Recommended Action:

Adopt the Resolution approving the Authority's financing of its new Construction and Demolition Facility and finding significant public benefits associated with such financing.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Authority's financing will allow the cost of the Project to be spread out over a longer period of time, mitigating the increase in tipping fees for customers.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The Authority will not be able to finance the Project.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This proposed activity is not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(3) because the activity is not a project pursuant to section 15378, and because it will not result in a direct or reasonably foreseeable indirect physical change in the environment pursuant to section 15060(c)(2).

NAPA COUNTY RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING SOLID WASTE SYSTEM IMPROVEMENTS TO BE FINANCED BY THE NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY

WHEREAS, the Napa-Vallejo Waste Management Authority (the "Authority") is a joint powers agency duly organized and existing pursuant to the Joint Exercise of Powers Agreement dated March 17, 1993, as amended, most recently by the Fifth Amendment dated May 5, 1998, by and among the County of Napa (the "County") and the Cities of Napa, Vallejo and American Canyon, under the provisions of the Joint Exercise of Powers Act (the "Act") in Government Code sections 6500 *et seq.*;

WHEREAS, the Authority owns and operates a system for the receiving, processing, recycling and transportation of solid waste and the recovery of materials from solid waste (the "Solid Waste Enterprise"), and wishes to finance capital improvements to the Solid Waste Enterprise, generally consisting of a new recycling facility for construction and demolition debris at the Authority's Devlin Road Recycling and Transfer Facility (the "Project"), estimated to cost $38 million including design, construction management and contingencies;

WHEREAS, in order to provide the balance of the funds needed to complete the Project, the Authority intends to borrow about $20 million from a bank or other financial institution, with loan repayments secured by net revenues of the Solid Waste Enterprise;

WHEREAS, Article 4 of the Act requires that a local agency, within whose boundaries the project being financed is located, to conduct a public hearing on the financing and following such hearing make a finding of significant public benefit as to the financing;

WHEREAS, the County held a public hearing on the date hereof on the proposed financing, following publication of the notice of the public hearing at least five days prior thereto in newspapers of general circulation in Napa County and in the City of Vallejo;

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

1. The Board hereby finds and determines that the foregoing recitals are true and correct.

2. The Board hereby approves the financing of the Project and finds that financing the Project will provide significant public benefits as defined in Article 4 of the Act, including but not limited to:

   - Allowing the Authority to spread the cost of the Project over a longer period of time, thereby mitigating increases to tipping and other fees the Authority charges its customers

from what would otherwise be necessary if the Authority were to cash-fund the entire Project.

- Allowing the Authority to construct the Project now, providing well-paying prevailing wage jobs during a period when work is becoming harder to find, as evidenced by the 10 bids the Authority received on August 26, 2025, to construct the Project.

- Providing a large indoor space where the Authority can more efficiently divert and recycle construction and demolition debris from residential and commercial development, possibly increasing diversion by up to 25%, while reducing dust and the risk of pollutants entering the stormwater system during rainy weather.

3. This Resolution shall take effect immediately upon its adoption by the Board.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 9th day of September, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel	Date: _____ Processed By:	By: _____
Date: August 26, 2025 PL Doc. No. 137683	_____ Deputy Clerk of the Board	



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1570

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Conference with Legal Counsel - Existing Litigation

RECOMMENDATION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code Section 54956.9(d)(1))

Name of Case: Garcia, Juan, et al. v. County of Napa, et al., Napa Superior Court Case No. 23CV000234

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SUITE 310
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www.countyofnapa.org

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1612

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

RECOMMENDATION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Director of Health & Human Services Agency

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/9/2025 | **File ID #:** 25-1202

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Leah Doyle-Stevens - Staff Aide, Board of Supervisors

SUBJECT: Joint Meeting of the Board of Supervisors and Planning Commission

RECOMMENDATION

2:00 PM - Joint Meeting - Planning Commission

Conduct a joint meeting of the Board of Supervisors and the Planning Commission to receive a presentation from the Napa Valley Vintners on the economics of the wine industry in Napa County. (No Fiscal Impact)

BACKGROUND

The wine industry in Napa County is the economic and cultural foundation of the Napa Valley region, shaping its identity both locally and globally. Generating billions of dollars annually, Napa County is home to a range of 500-550 physical wineries at a given time and 45,000 acres of vineyards. The wine industry supports tens of thousands of local jobs in farming, winemaking, hospitality, distribution, tourism and more.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Receipt of this informational presentation will provide an opportunity for Board Members, Planning Commissioners, staff and members of the public to better understand the current state of the wine industry.
Consequences if not approved:	A lack of approval will result in a missed opportunity for both bodies to hear information and ask pertinent questions in a public forum.

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 vintners

Napa County Industry Education Session

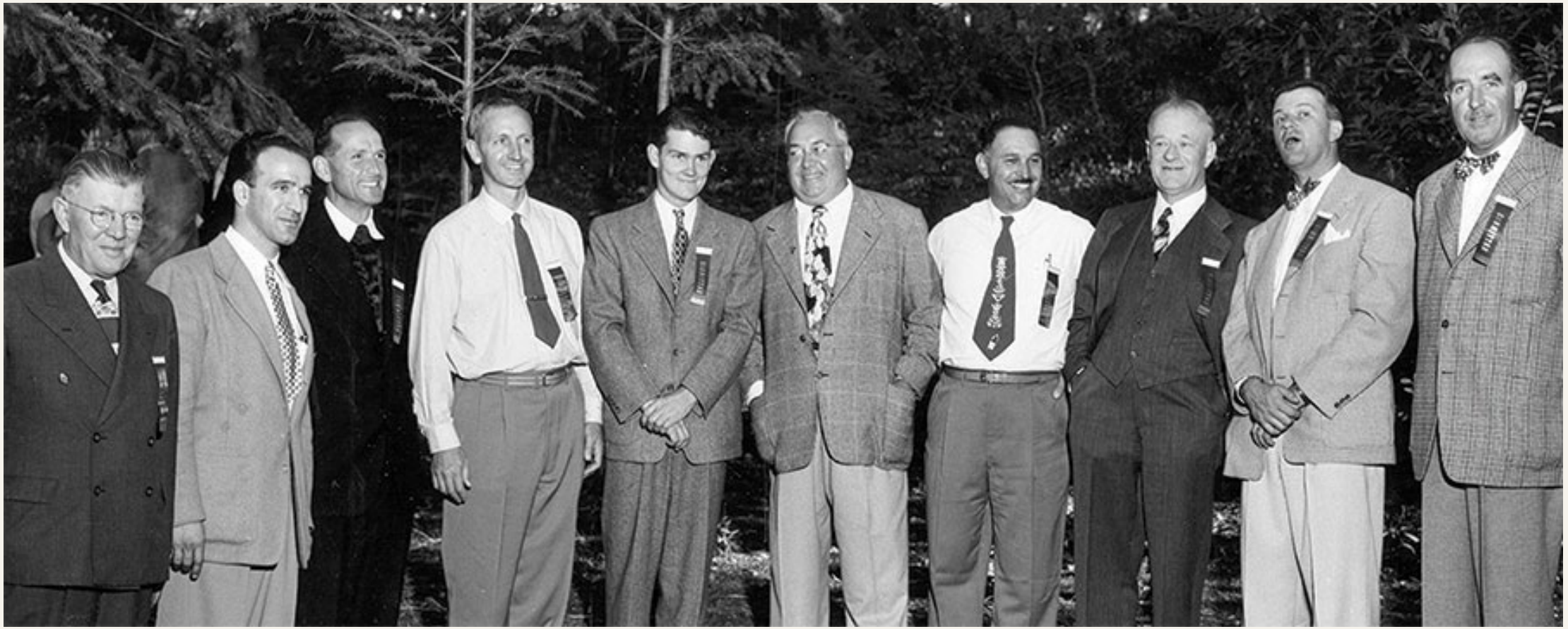
September 9, 2025

Introduction of Napa Valley Vintners

Presented by:

Linda Reiff, NVV

HISTORY



Napa Valley Vintners (1944)

TODAY

- **550** wineries strong
- **95%** family owned
- **80%** produce less than 10,000 cases/year



Mission

To promote, protect and enhance the Napa Valley wine region

Vision

Napa Valley is the leading wine region, preserved for future generations



A Year in the Life of NVV

- **170** Marketing Programs
- **35** Education Sessions
- **25** Advocacy Efforts
- **+** Environment and Community Stewardship

Agenda

1. Wine Macroeconomics
2. The Bottom Line: Mechanics of Operating a Profitable Winery
3. Wine Regulations: Federal, State, Local, International
4. Napa Leads: Environmental & Community Stewardship



Understanding the Impact: A Macroeconomic Look at the Challenges Facing the Wine Community

Presented by:
Dale Stratton, Azur Associates

DISCLOSURE + DISCLAIMER

DISCLOSURE

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This report contains forward looking statements that involve risks and uncertainties, statements made in this report, including without limitation, statements containing the words "believe," "are of the opinion," "anticipate," "estimate," "expect," and similar statements or words constitute "forward looking statements." Forward looking statements are necessarily based on certain estimates and assumptions. Any assumptions should not be construed to be indicative of the actual events which will occur. Actual events are difficult to predict and may depend on factors that are beyond the control of the company and its management. Certain assumptions have been made to simplify the presentation, and accordingly, actual results may differ, perhaps materially, from those presented. Some important factors which could cause actual results to differ materially, from those in any forward-looking statements include, but are not limited to, the following: macro or micro economic impacts, financial market impacts, category consolidation and globalization, consumer demand changes and preferences, regulatory and legal impacts, environmental and climate considerations and competitive pressures from other producers and beverage categories. Recipients should conduct their own analysis, using such assumptions as they deem appropriate as well as other available information.

We are a team of Advisors

with deep mergers & acquisition, strategy, sales, data, marketing, finance and production experience across the finest beverage companies in the world.



PAT DELONG

Founder & Managing Partner



ED LEMAY

Principal, Route to Market



DALE STRATTON

Managing Director, Strategic Insights & Data



EMILIE ELIASON

Managing Director, DTC & Brand Marketing



DORI HAVNER

Associate, M&A + Financial Planning & Analysis



MATT PARISH

Managing Director, Winemaking & Production



DANNY BRAGER

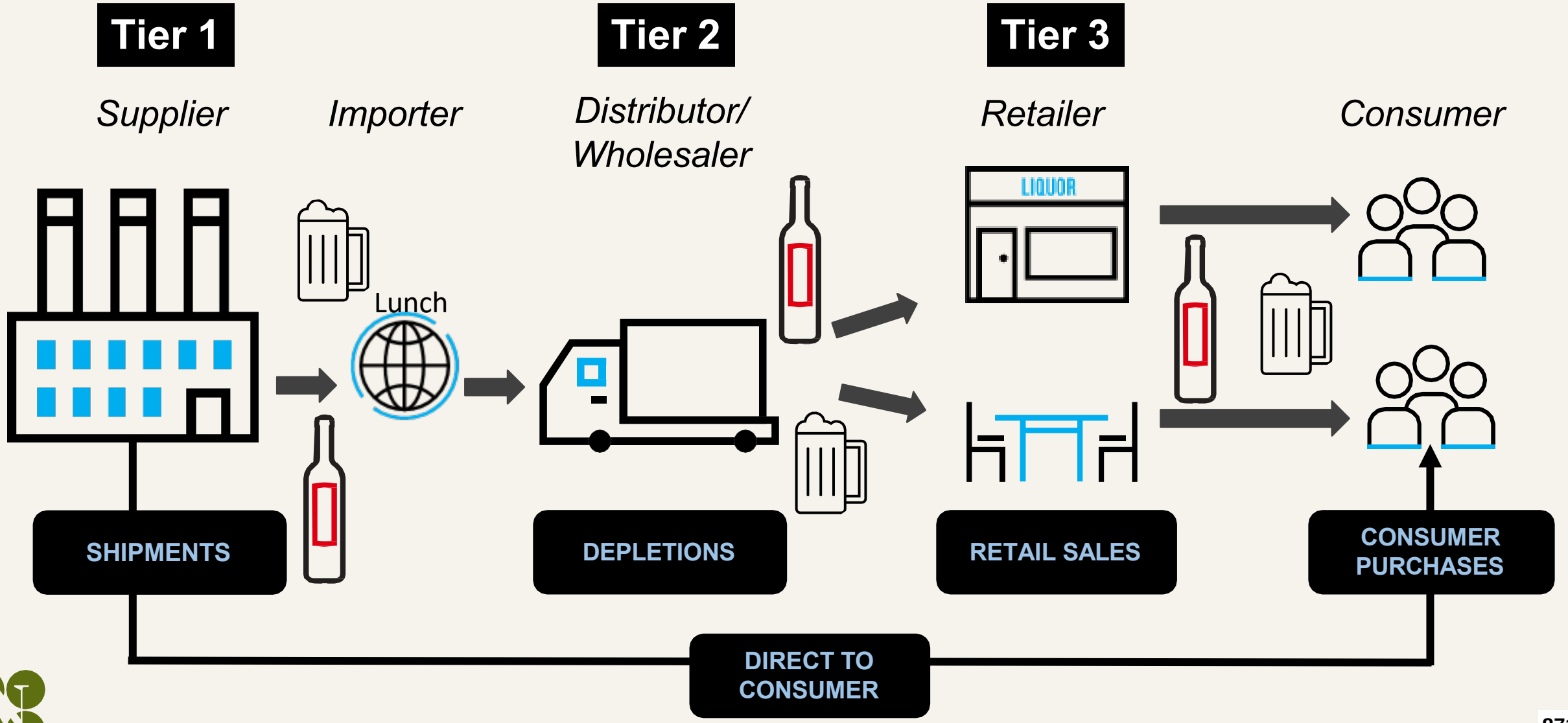
Managing Director, Category & Consumer Insights



GRIFFIN MITCHELL

Vice President, M&A + Financial Analysis

The Three-Tier System

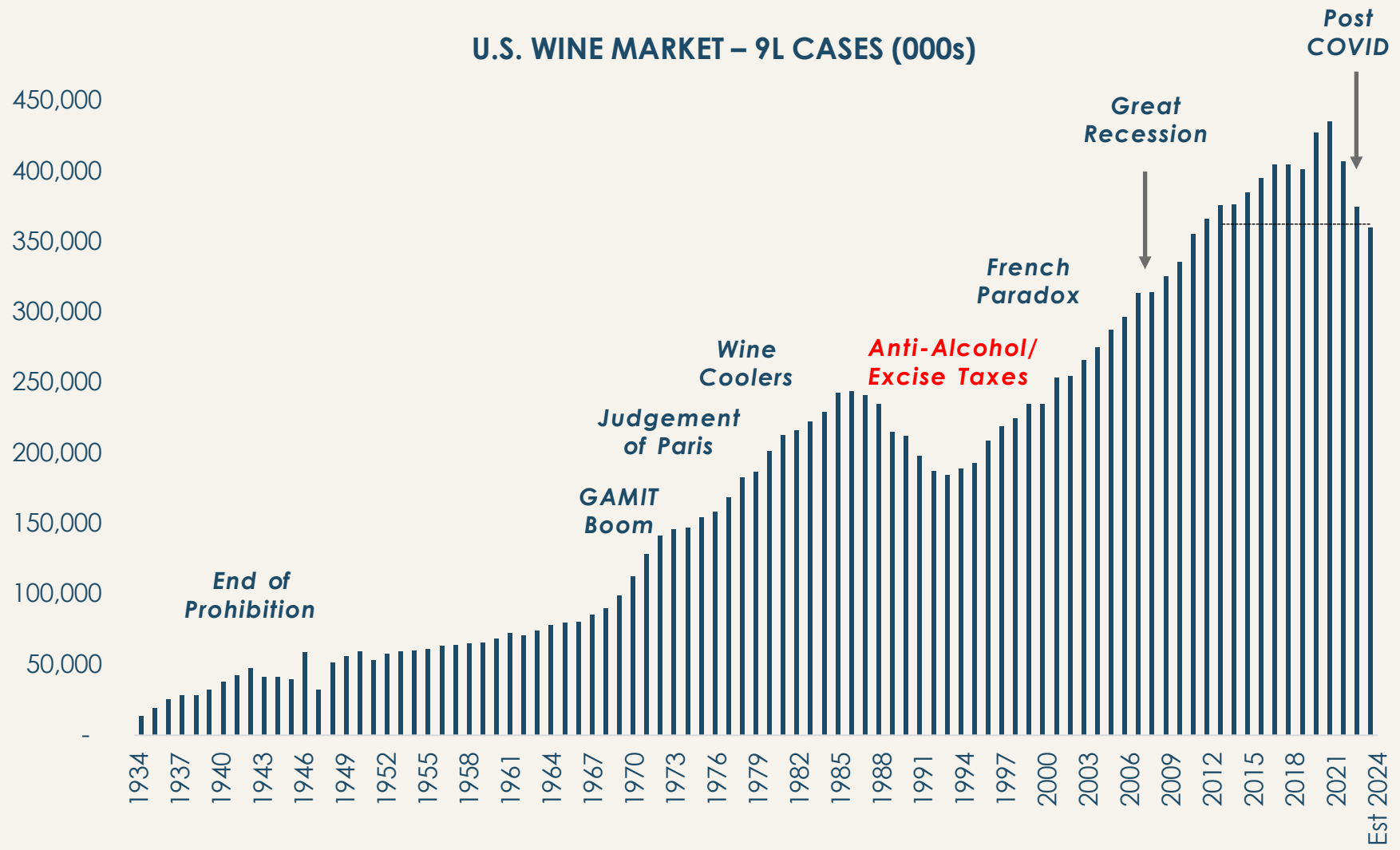


THE LONG GAME

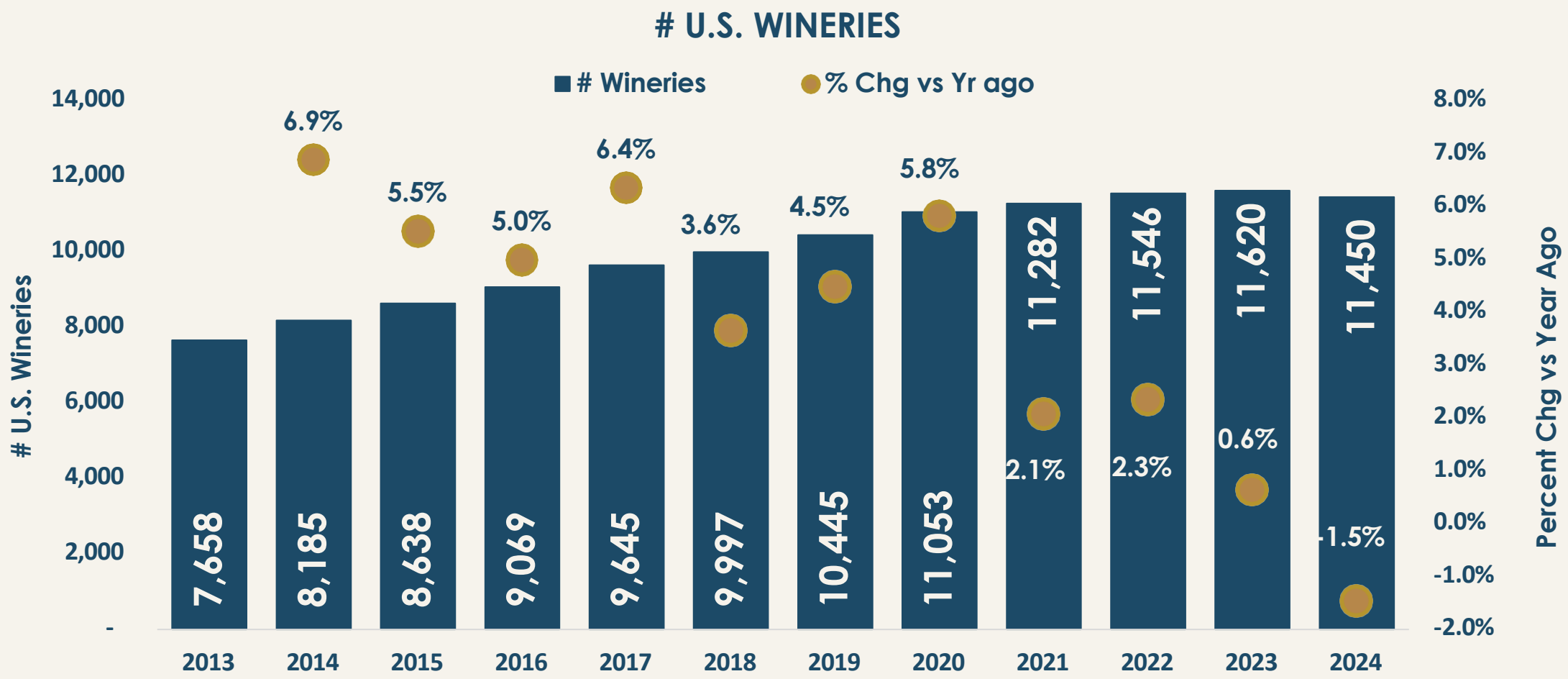


Wine Category Macro Trends

- **Wine has come a very long way** since prohibition.
- This has included **some periods of decline,** particularly in the mid-1980's
- At an estimated **360M cases in 2024,** the category is now about the same size it was in 2012.
- We believe there will be **more decline over the next couple of years;** however, **certain segments and price categories will fare better.**
- Understanding where you fit, using facts and data, and then applying acute focus will **improve your ability to participate in the long game.**



Growth In Permitted Wineries Has Stalled-Likely To Continue



CAGR +5.4%

CAGR +0.5%

WINE BUSINESS ANALYTICS

Challenges: Cyclical or Structural?

- Economic
  - Cumulative Inflation
  - Reset of Interest & Exchange Rates
  - High Consumer Debt
  - Tariffs: Import & Export
- Consumer Changes
  - Generational/Lifestyle Changes
  - Demographic Changes
  - Expanding Repertoire
- Competitive Landscape
  - Within Beverage Alcohol
  - Beyond Beverage Alcohol
- Anti Alcohol Voices



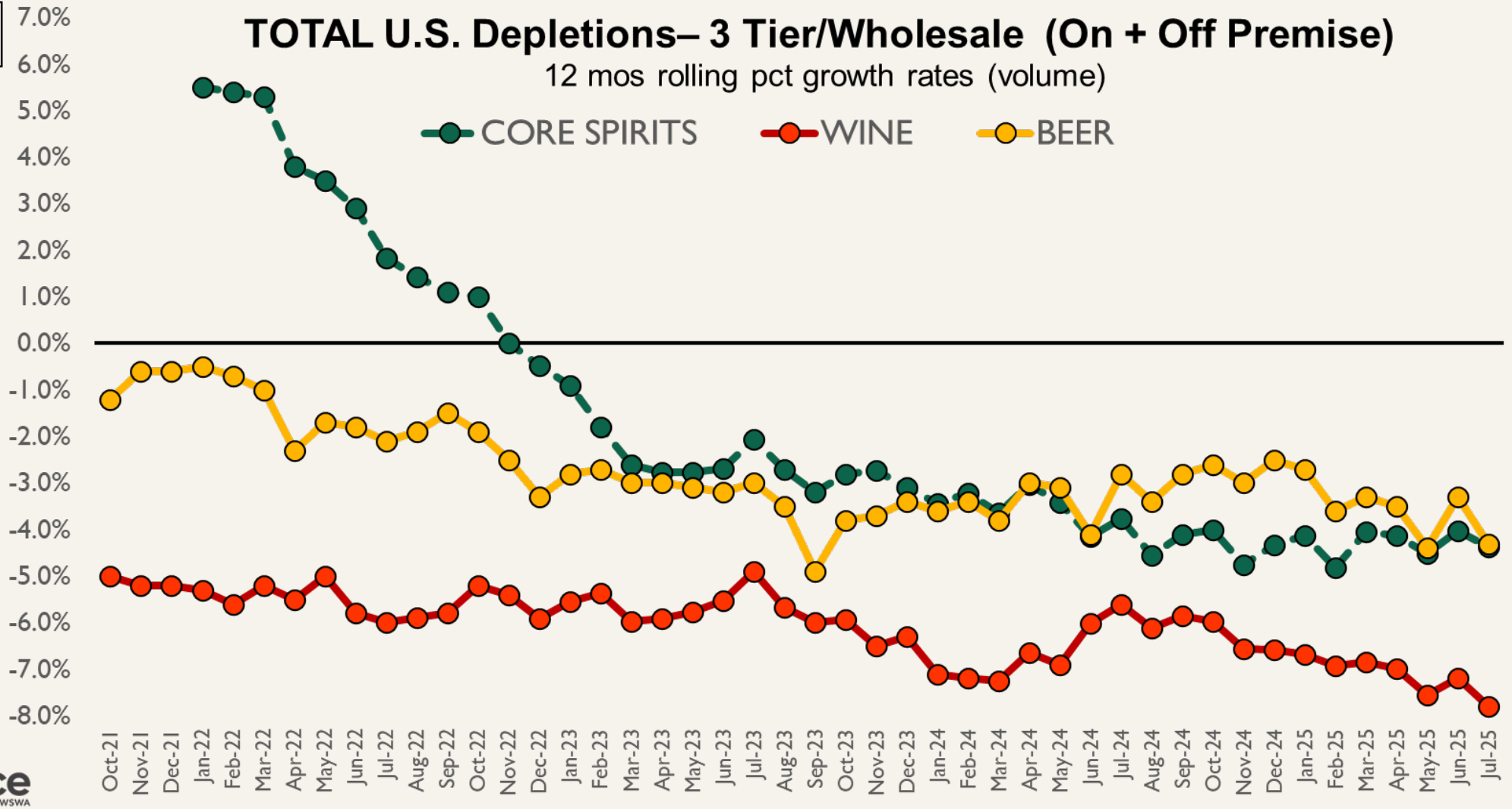
It's Not Just The Wine Category-All Beverage Alcohol In Decline

Dec 2020

+4.7%

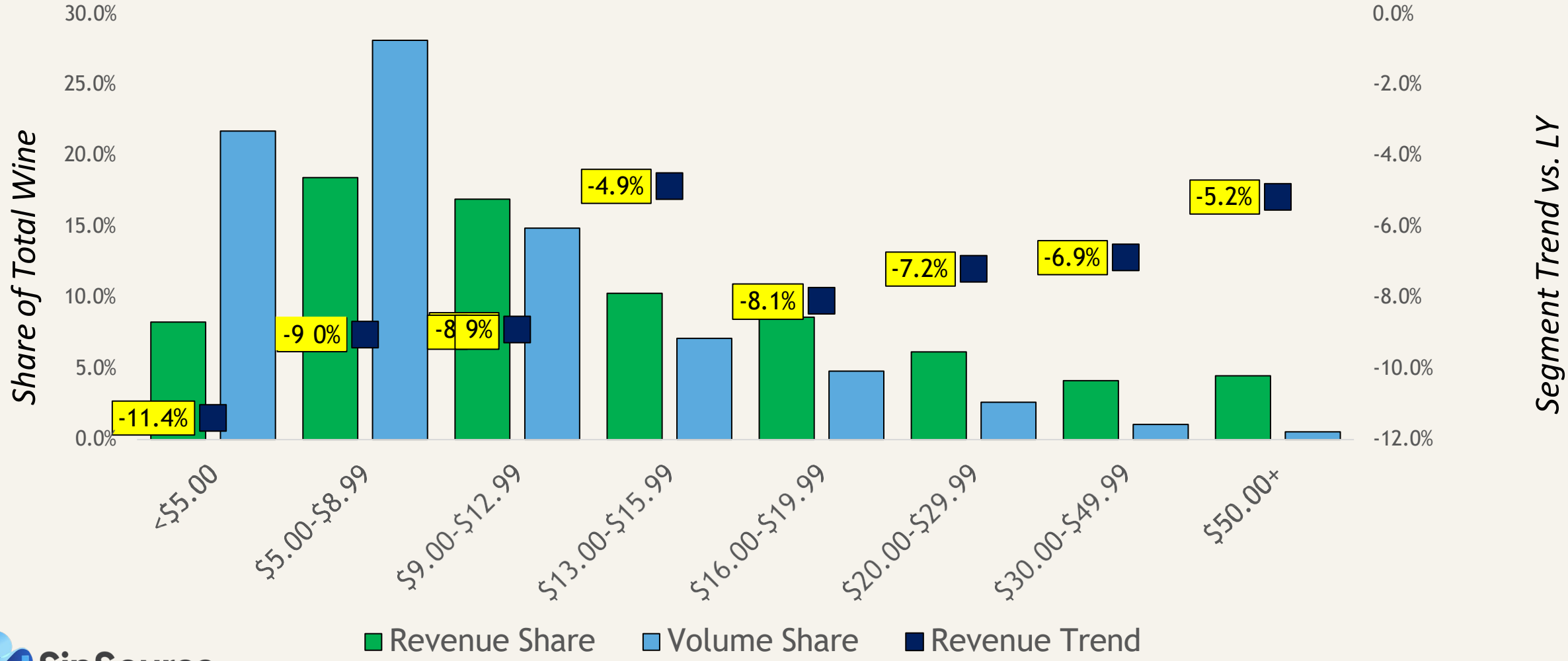
+0.3%

+1.2%



SipSource By WSWA

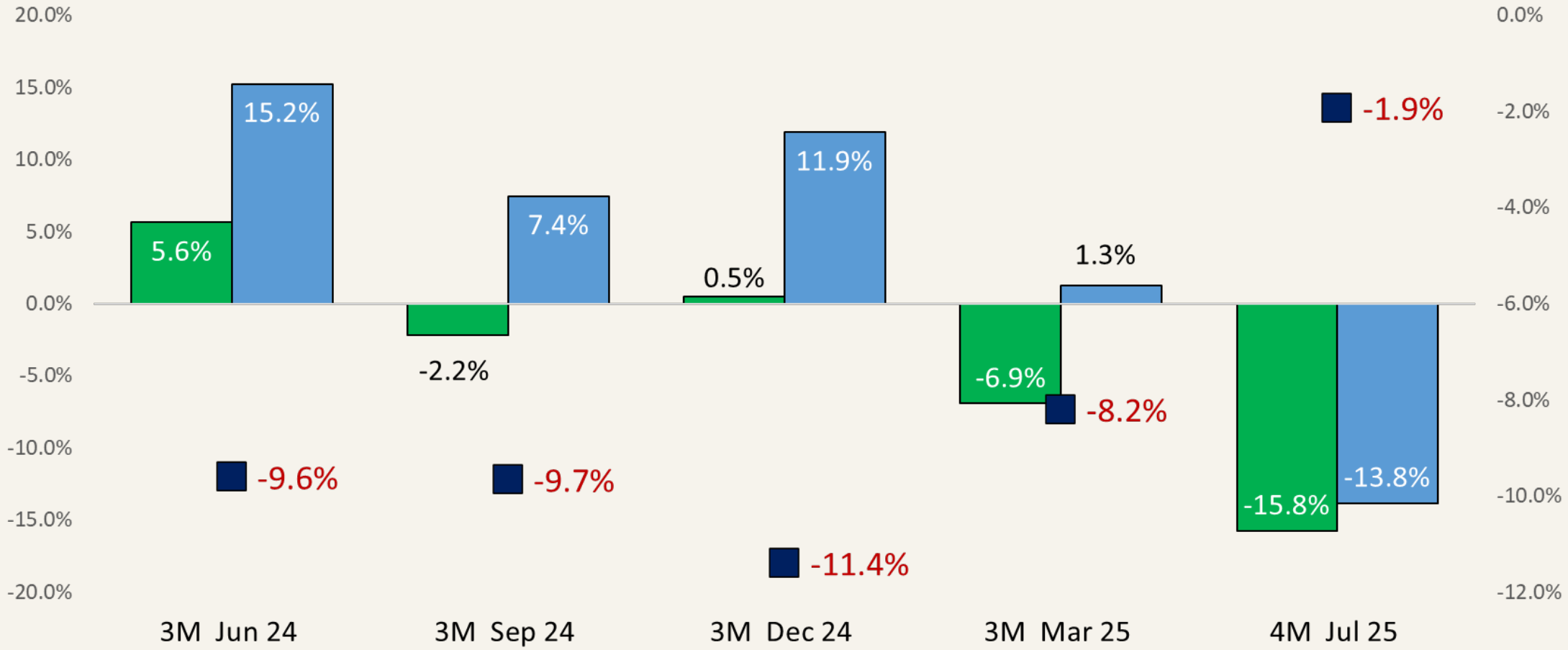
While All Price Segments Are Declining-Higher Prices Doing Better



SipSource By WSWA

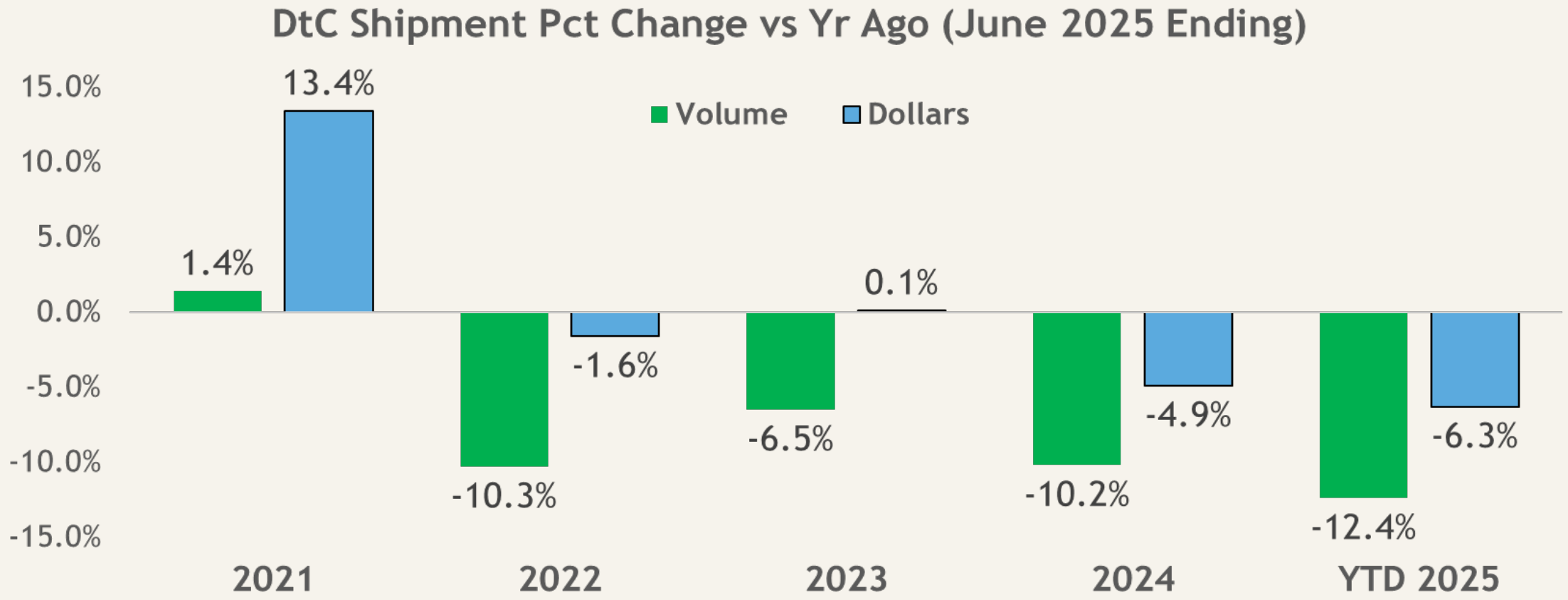
July 2025 12-Month % Change vs. LY

Significant Discounting Drove Volume For Over $50.00 Domestic Wine



July 2025 Domestic Table Wine Over $50.00

The Once Reliable DTC Channel Continues to Decline



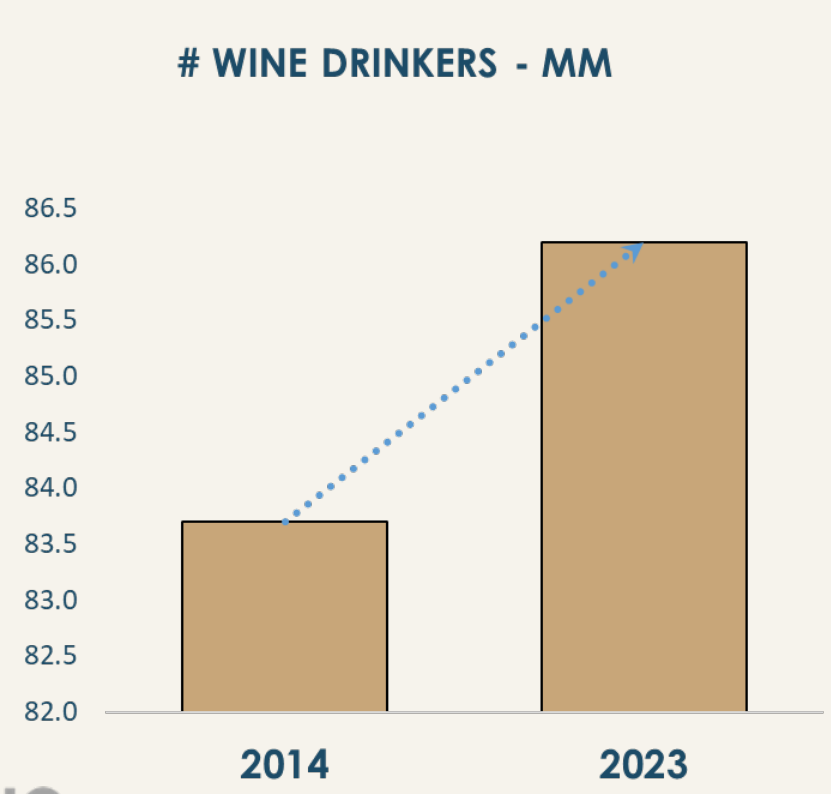
WINE BUSINESS ANALYTICS

SOVOS ShipCompliant

Beverage Alcohol Pie Is Shrinking & Fragmenting

In the long run, the primary challenge is not the total number of wine drinkers;

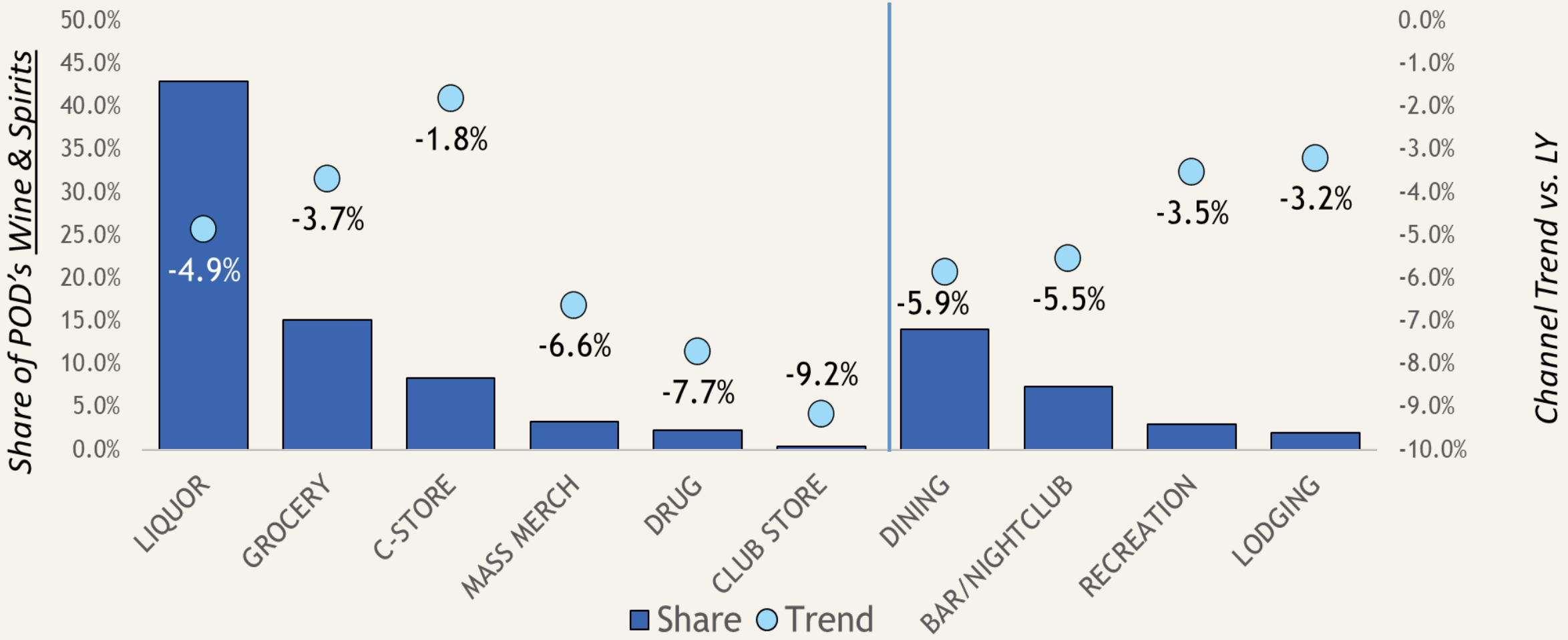
it's the declining frequency of wine occasions among them





Source: NIQ Consumer Panel (All Outlets – Off Premise) – 12 mos ending Nov of each year

Retail & Restaurant Operators Are Reducing Selection: PODS -4.7%

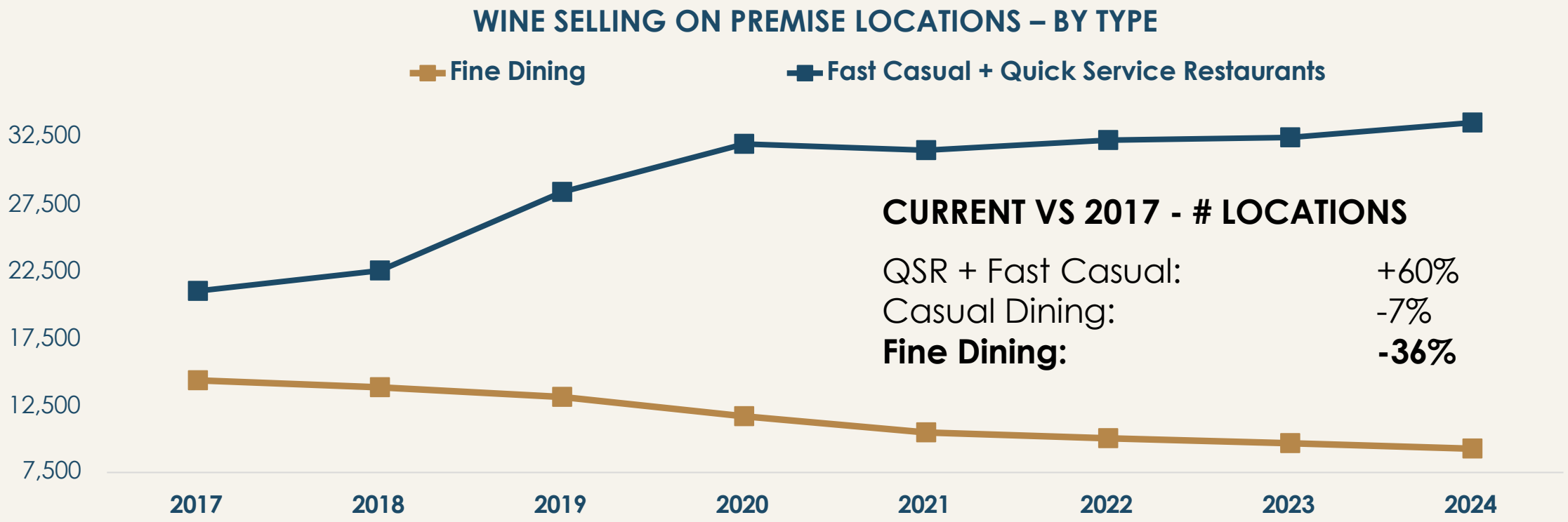


SipSource By WSWA

July 2025 12-Month % Change vs. LY

The On-Premise World Has Changed

Fine Dining locations, which are core to wine, continue to decline while Fast Casual locations have increased.



TDLinx – December of each year (Jan 2025 for 2024 number)

Source: NIQ (TDLinx)

Key Takeaways

- Tremendous 20+ Year Growth Cycle For Wine
  - We Are a Mature Category
  - Purchase Frequency vs. Household Penetration
  - There Are Businesses That Are Succeeding!
  - But Overall Wine Category Trends Remain Challenging

- Infrastructure Supporting Wine Category Will Adjust
  - Likely Fewer Licensed Wineries Going Forward in California
  - Likely Less Vineyard Acreage Going Forward in California

- More Than Ever – Collaboration Is Needed

Understanding the Bottom Line: The Mechanics of Operating a Profitable Winery

Presented by:

Craig Underhill, Brotemarkle & Davis, Co.

Pot of Gold?



Pot of Gold?



Cost of Wine
Farming/Grapes, Multi-Year Processing,
Bottles, Labor

Pot of Gold?



Sales and Marketing
Labor, Shipping, Advertising, POS
Software, Samples, Travel

Pot of Gold?



G&A = General and Administrative

Payroll, Benefits, Utilities, Postage, Supplies

Pot of Gold?



Asset Investment

Pot of Gold?


CREDIT SUISSE
ONE OUNCE
FINE GOLD
999,9
CH ESSAYEUR FONDEUR
225162

Dirt to the Dinner Table

- Rare
- Risks
  - Future unknown (market demand)
  - Investment
  - Mother Nature
  - Economy
- Return

Critical Financial Decisions

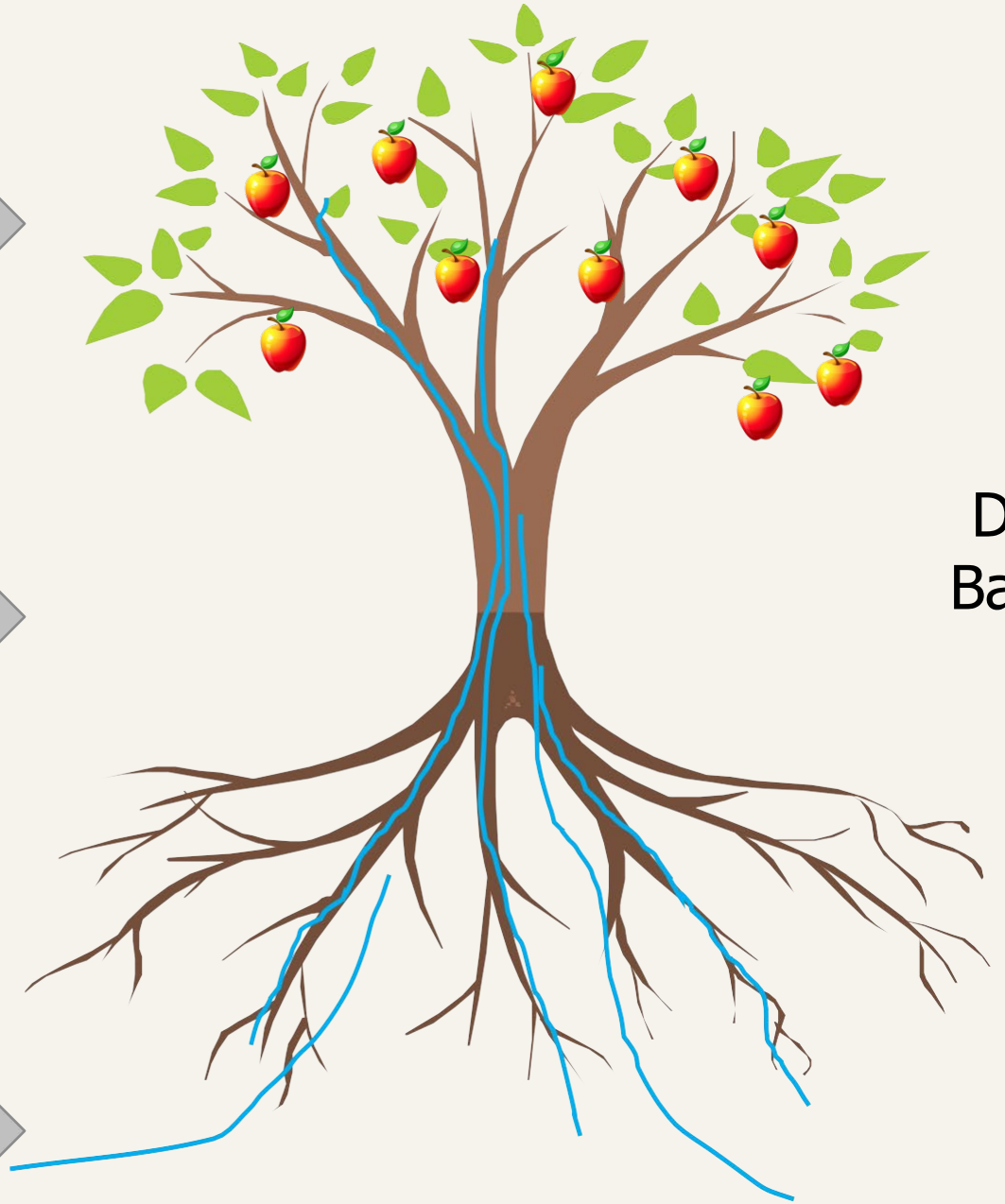
1. Grapes: purchase or grow
2. Facility or custom crush
3. Number of skus
4. DTC vs. Distributor



Income Statement

Balance Sheet

Cash Flow



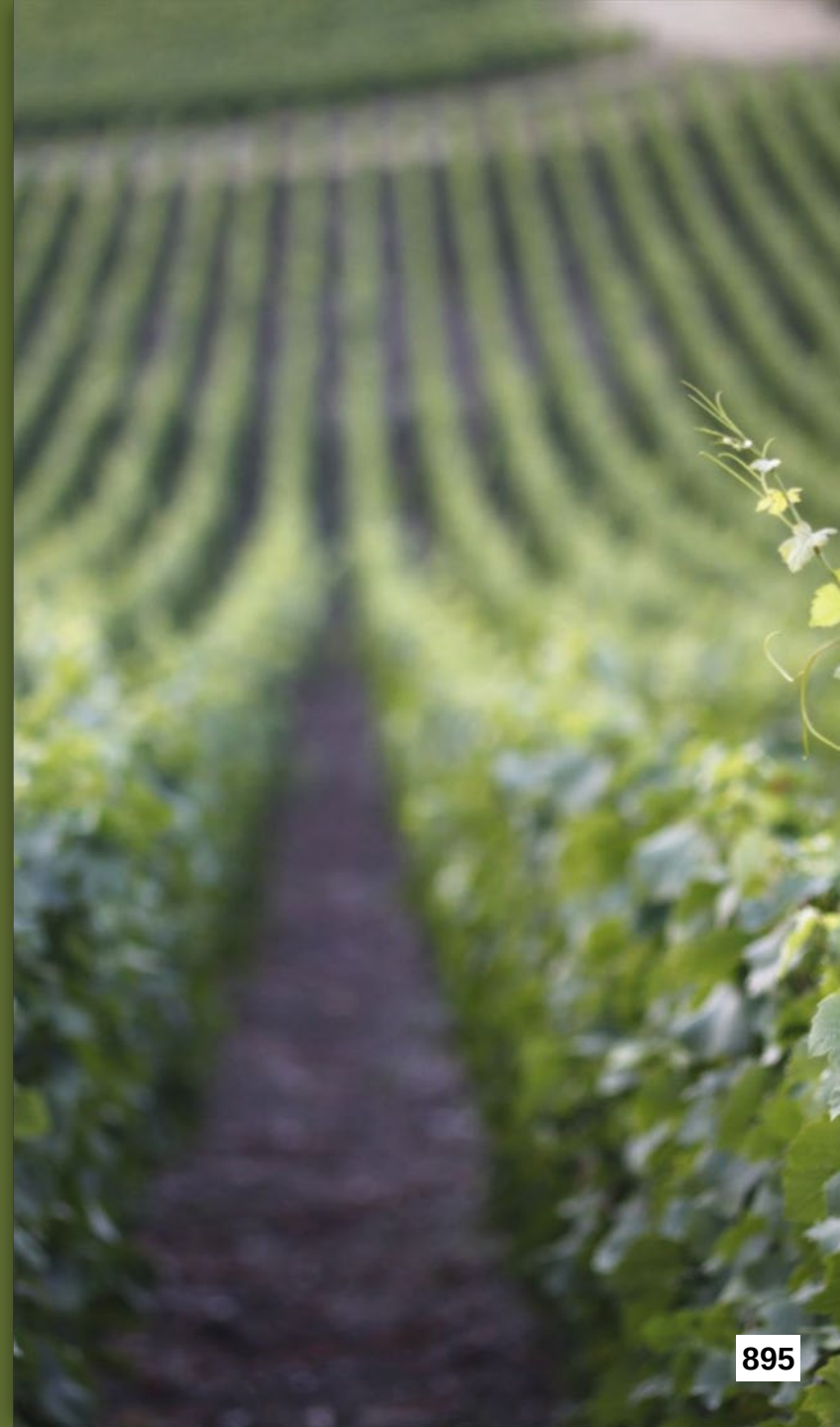
Delicate Balancing Act

Cash timeline – single vintage



Family Winery

1. Start with a dream
2. Substantial investment
3. The 4 - R’s
4. Balancing Act
5. Challenging cash flow



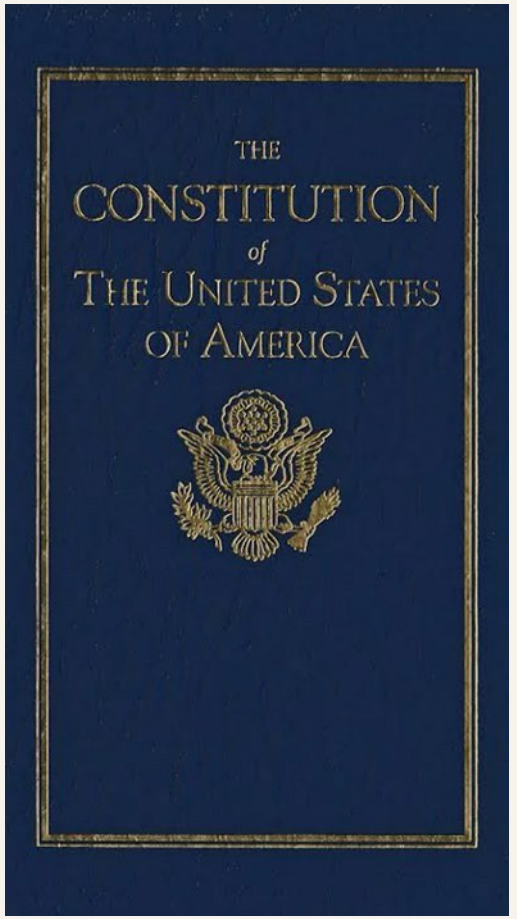
Napa Wine & The Regulation Gauntlet: Local, State, Federal & International Requirements

Presented by:

Richard Mendelson, DP&F

United States Constitution

- "Intoxicating liquors" is mentioned twice!
- Free movement of goods and people is a hallmark of our republic. But ask any winery owner and s/he will tell you that the U.S. has 50 separate wine markets, not one.
- Liquor is a hot button issue, and its history is long and colorful. Some states wanted to be "dry" but couldn't accomplish that under the Commerce Clause of the Constitution.
- The 18th Amendment (Prohibition, 1920-1933) to the Constitution changed all of that.



Repeal, 1933



21st Amendment, Section 2:

"The transportation or importation into any state for delivery or use therein of intoxicating liquors, in violation of the laws thereof, is hereby prohibited."

Concurrent State and Federal Power

CALIFORNIA DEPARTMENT OF
Alcoholic Beverage Control

TTB Alcohol and Tobacco Tax and Trade Bureau
U.S. Department of the Treasury

NAPA COUNTY CALIFORNIA

Operating License and Permits – Local wineries need to get a **TTB Federal Basic Permit, FDA Food Facility Registration, ABC Winegrower License, and Napa County (or municipality) Winery Use Permit** to start producing and selling wine.

- **Qualifications** – TTB and ABC require that winery owners and officers be qualified, that the premises be secure to protect future excise tax revenue, and that the source of invested funds be disclosed and verified.

Concurrent State and Federal Power

Other Overlapping State and Federal Requirements

- **Excise Taxes**
- **Label Approval** – TTB COLA (Certificate of Label Approval), state registration/label approval
- **Trade Practice Rules** – Largely aimed at preventing unfair competition and undue influence, but net result is that it constrains winery's ability to engage in certain practices in interacting with retailers, such as cross-ownership, credit, giving things of value, social media
- **Records and Recordkeeping** – Production operations, shipping reports

Local Wineries Selling Their Wines in CA

- Local wineries can sell to wholesalers, retailers, and consumers in California and also conduct wine tastings with or without charge.
- All subject to local zoning rules.

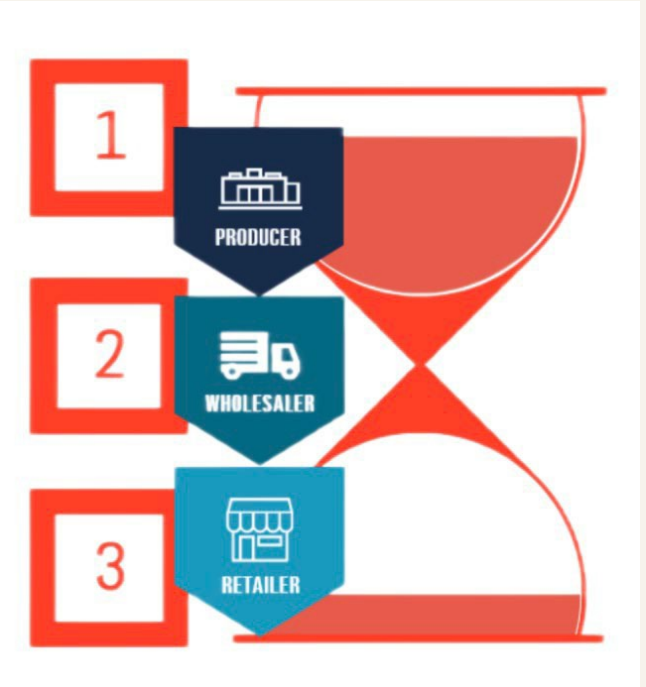
Selling Wine Outside of CA

Open (License) States

CA -

NY -

NY -



- **Three-Tier System** – Sell through a licensed in-state wholesaler unless the state allows winery self-distribution or direct-to-consumer (DTC) sales.

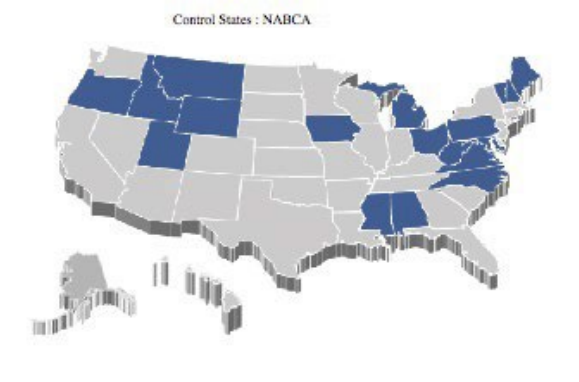
- **Out-of-State Licensing** – Obtain required non-resident supplier or shipper licenses in each state you sell into.

- **Direct-to-Consumer (DTC) Sales** – Most license states allow winery DTC shipping with a shipper's permit, volume limits, age verification, and excise tax remittance.

- **Reporting & Recordkeeping** – Wholesaler appointment, brand/label registration, shipping reports, price posting.

- **Trade Practice Rules** of the destination state

Selling Wine in the U.S.
Control States



- **Sell to State Agency** – In 17 states, the state acts as the wholesaler and sometimes also as the retailer through state stores. Winery lists products and sells directly to the control board (e.g., PLCB in PA, NH Liquor Commission).
- **On-Premise Channels** – Restaurants/hotels often must buy through the state system; some states have mixed wholesale systems with private distributors.
- **Direct-to-Consumer (DTC) Sales** – Some control states allow limited winery DTC shipments to consumers with permits; rules vary widely by state.
- **Product Listing Approval** – Submit product applications, pricing, and samples; and samples; may include tasting panel review before listing.
- **Pricing Rules** – Post FOB or delivered prices in advance; prices locked until next posting cycle.

Selling Wine Internationally

- **Federal Export Compliance** – File export documentation and request TTB export certificates, if required.
- **Destination Country Importer** – Partner with a licensed importer or distributor in the target market.
- **Label Requirements** – Meet destination country rules on language, contents, allergens, origin statement, and metric units.
- **Duties & Taxes** – Understand tariffs, excise taxes, and VAT (value added tax, usually on top of customs duty + excise + freight/insurance)
- **Market-Specific Rules** – Comply with provincial boards (Canada), EU GI rules, pre-approval systems (Japan, China), and special labeling laws.

Local Jurisdiction (Napa County)

Winery Definition Ordinance (1990)

- Five different types of wineries, with different rights and responsibilities
- Discretionary use permit required for wineries
- 75% grape source rule
- Marketing regulations: private tours and tastings, marketing events, etc.

Conservation Regulations (1991)

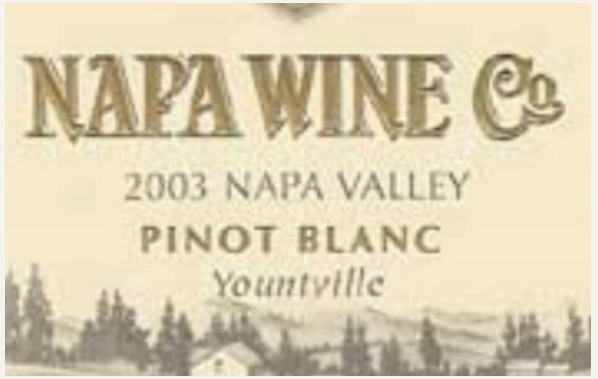
- Erosion control plan (ECP) for new vineyards (over 5% slope)

Protecting the NAPA Name

Use of Napa/Napa Valley on a wine label

- **AVA requirements** –
  85% grape source rule + fermented in California
  Not the same as the WDO 75% grape source rule.

- **Conjunctive labeling** – nested AVAs and Napa Valley (Cal. Bus. & Prof. Code 25240)



- **Use of Napa or other confusingly similar name elsewhere on a label** –
  "truth in labeling" law (Cal. Bus. & Prof. Code 25241)

- **Misuse of Napa names on labels of wine sold in other states and other countries**

Napa Leads: Environmental Stewardship & Philanthropy

Presented by:

Michelle Novi, NVV

Protective Era

- Napa County establishes Agricultural Preserve
- Protective ordinances enacted
- Each rule furthering the rigor of protections, requirements to minimize harm



Restorative & Regenerative Era

Moving from preventing specific harms to creating systems that are restorative and enhance resilience



Napa Green

World’s leading vineyard and winery certification program, verified by outside third-party auditors, that focuses on regenerative farming and climate action



Stewardship in Napa County

NAPA RCD



INTERNATIONAL WINERIES FOR CLIMATE ACTION

NAPA CLIMATE NOW!

NAPA COUNTY REGIONAL PARK & OPEN SPACE DISTRICT

SIERRA CLUB NAPA GROUP

CALIFORNIA SUSTAINABLE WINEGROWING ALLIANCE

SINCE 1976 Land Trust OF NAPA COUNTY


CARING FOR THE COMMUNITY
$245 Million
Donated to local nonprofit organizations in the areas of health care and youth development

Caring for the Community

- NVV and OLE Health partner to increase access to high quality health care in Napa County
- Serving more than 40,000 residents and employees each year
- 1:4 of your Napa Neighbors receive care through OLE Health





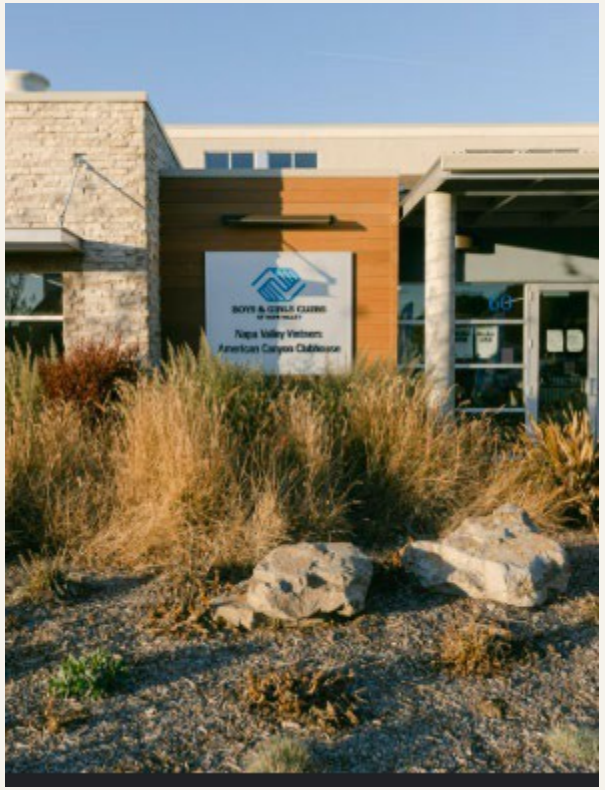
Youth Mental Health Initiative



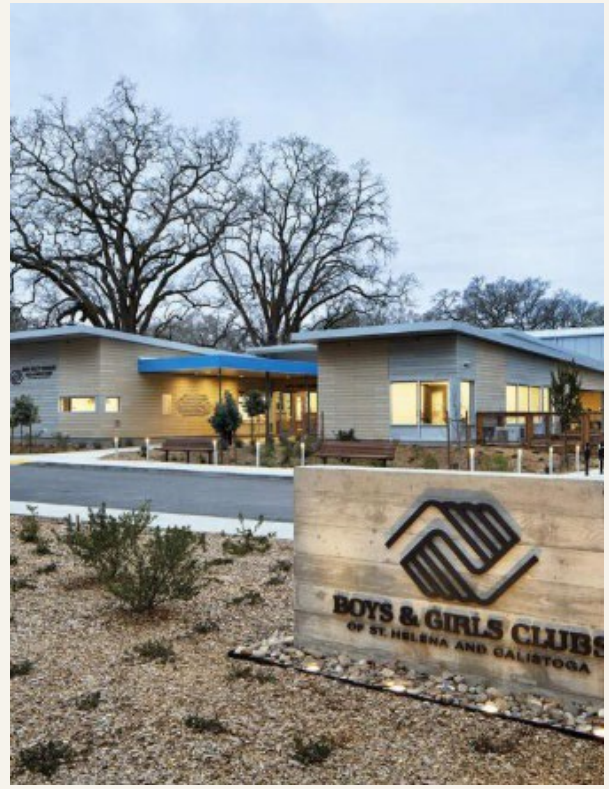
$8 Million Given Since 2021 for Youth Wellness

"Being a single mom of two, I don't have a lot of help. The Club is my backbone, providing safe, supportive environment for my kids and making it possible for me to keep working." – *Mollie P., Parent, Boys & Girls Club Napa*









Disaster Response and Recovery

$15 Million Invested





Healthy Forest and Fire Mitigation Initiative

- 200 miles of fire breaks rehabilitated
- 800 homeowners learned how to keep property safe
- Volunteers plant hundreds of right trees in right places



Stay Connected

Be in the know on community events, such as Afternoon in the Vineyards, volunteer opportunities and more.