Napa County

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

Agenda - Final

Tuesday, April 14, 2026
9:00 AM

Board of Supervisors Chambers
1195 Third Street, Third Floor

Board of Supervisors

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

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

https://www.napacounty.gov/

GENERAL INFORMATION

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

PUBLIC COMMENT

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

ON A MATTER ON THE AGENDA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PET OF THE WEEK

A. Presentation of the Pet of the Week. (No Fiscal Impact) **26-60**

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

A. Presentation of a Proclamation recognizing April 19-25, 2026 as "Library Week" in Napa County. (No Fiscal Impact) **26-365**

Attachments: Proclamation

B. Presentation of a Proclamation recognizing April 2026 as "Child Abuse Prevention Month" in Napa County. (No Fiscal Impact) **26-366**

Attachments: Proclamation

5. CONSENT CALENDAR

Auditor-Controller

A. Accept and file the report for the property tax administrative fee cost allocation to public entities in Napa County for fiscal year 2025-26 for services rendered in fiscal year 2024-25. (Fiscal Impact: $897,282 Revenue, Budgeted, Mandatory) **26-866**

Attachments: Report

Clerk of the Board

B. Approval of minutes from the March 24, 2026 regular meeting. (No Fiscal Impact) **26-92**

Attachments: March 24, 2026

C. Reappoint Patrick Tokar, for a second term, and John J. McCarthy, for a third term, to the Napa County Winegrape Pest and Disease Control District Board of Directors with terms of office to commence immediately and expire on March 26, 2029. (No Fiscal Impact) **26-864**

Attachments: Tokar Application
McCarthy Application

County Executive Office

D. Adopt a Resolution approving a Joint Powers Agreement with Public Risk Innovation, Solutions and Management (PRISM) to revise the governing structure, and authorize and approve three Memorandums of Understanding to provide for supplemental risk pool services. (No Fiscal Impact) **26-842**

Attachments: Resolution
PRISM JPA Agreement (clean)
PRISM JPA Agreement (redline)
Summary of JPA redlines
PRISM MOU - Cyber
PRISM MOU - Master Crime
PRISM MOU - Pollution

E. Approve and authorize allocation of Board of Supervisors' District 5 community grant funds to the American Canyon Arts Foundation, the American Canyon Chamber of Commerce Foundation, Meet Me in the Street 2026, and Manila Munchies 2026 to provide support and community benefit. (Fiscal Impact: $4,700 Expense; Budgeted; General Fund; Discretionary) **26-851**

F. Approve out of state travel for Supervisor Belia Ramos to Washington, D.C. from May 15-20, 2026, as part of the Association of Bay Area Governments/Metropolitan Transportation Commission (ABAG/MTC) advocacy trip to meet with key federal congressional and agency leaders on housing and transportation issues. (No Fiscal Impact) **26-852**

G. Approve out of state travel for Chief Executive Officer Ryan J. Alsop to attend the California State Association of Counties Finance Corporation Board meeting from May 3-5, 2026; and Supervisor Anne Cottrell to attend the National Association of Counties Board Western Interstate Region Conference from May 5-8, 2026, both in Maui County, HI. (No Fiscal Impact). **26-853**

H. Approve out of state travel for Supervisor Anne Cottrell to Washington, D.C. from April 19-24, 2026 to conduct meetings on behalf of Napa County with key federal congressional and executive branch officials. (Fiscal Impact: $3,500 expense; General Fund; Budgeted; Discretionary) **26-964**

Elections

I. Adopt a Resolution and approve the Election Cybersecurity Reimbursement Contract with California Secretary of State in the amount of $143,325; authorization to Purchase a Capital Asset for a Battery Backup Redundancy device; approve a sole source waiver of competitive bidding; and approve a Budget Amendment with appropriation authority for Information Technology Services department. (Fiscal Impact: $143,325 Expense and Revenue; ITS Fund; Not Budgeted; Discretionary)
[4/5 vote required] **26-333**

Attachments: Resolution

J. Approve and authorize Agreement No. 260334B with Liberty Vote USA for election support through June 30, 2032. (Fiscal Impact: $1,199,468 Expense; General Fund; Budgeted; Mandatory) **26-880**

Attachments: Agreement

Health and Human Services Agency

K. Approve and authorize Agreement No. 2603294B with On The Move, Inc., for a contract maximum of $104,891 for the term upon approval through June 30, 2028, for the administration of the Transitional Housing Program Round 7 and the Housing Navigation and Maintenance Program Round 4 grant allocations from the California Department of Housing and Community Development. (Fiscal Impact: $104,891 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) **26-410**

Attachments: Agreement

Information Technology Services – Division of CEO's Office

L. Approve and authorize Agreement No. 260346B with Napa Sanitation District to provide support services at cost. (Fiscal Impact: $540,000 Revenue; ITS Fund; Budgeted; Discretionary) **26-859**

Attachments: Agreement

Library

M. Accept a donation in the amount of $60,000 from the Napa County Library Foundation and sign a letter of appreciation. (Fiscal Impact: $60,000 Revenue; Napa County Library Fund; Budgeted; Discretionary) **26-874**

Attachments: Letter of Appreciation

Planning, Building and Environmental Services (PBES)

N. Approve and authorize Amendment No. 2 to Agreement No. 220310B with Granicus to extend the term through October 20, 2025 with no change to the contract maximum, for assistance with detection, investigation, and management of short-term rentals in the unincorporated areas of Napa County. (No Fiscal Impact) **26-882**

Attachments: Agreement

Public Works

O. Award a $1,470,376 construction contract to Cats4U, Inc. for the "Rossi Road Bridge Phase 2 Project", RDS 25-25B; and approve and authorize Amendment No. 2 to Agreement No. 250353B with Adko Engineering, to increase the maximum compensation from $555,378 to $766,843. (Fiscal Impact: $1,404,423, Expense; General Fund and Capital Improvement Projects Fund; Budgeted; Discretionary) [4/5 vote required] **26-829**

Attachments: Agreement
Budget Summary

P. Approve and authorize Amendment No. 1 to Agreement No. 220317B with Nacht & Lewis Architects, Inc., increasing the contract maximum in the amount from $500,000 to $750,000 per fiscal year to provide architectural services for various Napa County projects. (Fiscal Impact $250,000 Expense; Budgeted; Various Capital Improvement Project Budgets; Discretionary) **26-862**

Attachments: Agreement

Q. Adopt a Resolution adopting a Mitigated Negative Declaration, approving the Plans and Specifications, and authorizing to advertise for sealed bids, and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code; approve and authorize Amendment No. 3 to Agreement No. 250052B with Sanderson Bellecci, Inc., for bid and construction support services and increasing contract maximum from $267,532 to $278,668 for the "HSIP Cycle 11 Silverado Trail Intersection Improvements" Project, RDS 22-26; and approve a Budget Amendment. (Fiscal Impact: $12,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-876**

Attachments: Resolution
Mitigated Negative Declaration
Mitigation Monitoring and Reporting Program
Budget Summary
Agreement

Sheriff

R. Authorize the purchase of a capital asset for two unmanned aerial systems (UAS) BRINC Lemur 2 drone Operations Bundles; approve a sole source waiver of competitive bidding; and approve a Budget Amendment with appropriation from FY24 Homeland Security Grant Program (HSGP). (Fiscal Impact: $40,000 Expense, General Fund; Budgeted; Discretionary) [4/5 votes required] **26-846**

S. Approve the purchase of a capital asset for a communications vehicle for the Office of Emergency Services; and approve a Budget Amendment with appropriations from FY24 Emergency Management Performance Grant (EMPG). (Fiscal Impact: $60,000 Expense, General Fund; Budgeted; Discretionary) [4/5 vote required] **26-868**

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

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

9. ADMINISTRATIVE ITEMS

Agricultural Commissioner

A. Receive a presentation by Board Chair Amber Manfree, Supervisor Anne Cottrell, Chief Executive Officer Ryan J. Alsop, Agricultural Commissioner/Sealer of Weights & Measures Tracy Cleveland, Visit Napa Valley CEO and President Linsey Gallagher, and Napa Valley Vintners on Napa County's participation in the 2025 Great Wine Capitals (GWC) Annual Conference held in Bordeaux, France on November 1-7, 2025. (No Fiscal Impact) **26-298**

Clerk of the Board

B. Appoint one of the following three applicants to serve on the First 5 Napa County Children and Families Commission for a position whose terms of office to commence immediately and expires on January 1, 2027. (No Fiscal Impact) **26-856**

Dr. Joseph M. Carrillo
Erika Lubensky
Dr. Priscilla Mora

Attachments: Carrillo Application
Lubensky Application
Mora Application
Letter of Recommendation

C. Reappoint Molly M. Adams, for a second term, to represent the City of Napa, and choose one of the following three applicants to represent the County of Napa on the Napa County Library Commission with terms of office commencing immediately and ending on January 31, 2029. (No Fiscal Impact) **26-858**

Logan Elena Triglia Laverty
Vivian Wehner
Margaret Woodard

Attachments: Adams Application
Laverty Application
Wehner Application
Woodard Application
City of Napa Minutes
Letter of recommendation

Health and Human Services Agency

D. Receive a presentation on the Napa County Child Abuse Prevention Council 2026 Report. (No Fiscal Impact.) **26-348**

Planning, Building and Environmental Services (PBES)

E. Approve and authorize Amendment No. 1 to Agreement No. 250315B with Environmental Science Associates to increase the contract amount from $1,613,971 to $6,414,081 for a total increase of $4,800,110 to add the scope of work for the General Plan Update and related Environmental Impact Report and extend the term of the agreement to June 30, 2030. (Fiscal Impact: $4,800,110 Expense; General Fund and Fees; Budgeted; Discretionary) [4/5 vote required] **26-16**

Attachments: Agreement

10. PUBLIC HEARINGS

Public Works

A. Adopt a Resolution increasing rates by ~18% effective July 1, 2026 for solid waste services in Garbage Zone Two, in conformance with Agreement No. 7996 between Napa County and Berryessa Garbage Service, Inc. (No Fiscal Impact: Garbage Zone Two; Not Budgeted; Discretionary) **26-422**

Attachments: Resolution

11. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATIONS **26-915**
(Government Code section 54957.6)
Agency Designated Representatives: Christine Briceño, Director of Human Resources; Napa County Probation Professionals' Association - Nonsupervisory Unit; and Napa County Probation Professionals' Association - Supervisory Unit

12. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, APRIL 28, 2026 AT 9:00 A.M.

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, APRIL 10, 2026 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

NEHA HOSKINS, Clerk of the Board

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-60

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Pet of the Week

RECOMMENDATION

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

Napa County

Board Agenda Letter

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-365

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Proclamation for Library Week April 19- 25, 2026

RECOMMENDATION

Presentation of a Proclamation recognizing April 19-25, 2026 as “Library Week” in Napa County. (No Fiscal Impact)

National Library Week – April 19-25, 2026

WHEREAS, **National Library Week** is a time to celebrate our nation's libraries, recognize the invaluable contributions of library workers and volunteers, and encourage community members to explore and support the vital services libraries provide. The 2026 theme, "Find Your Joy," highlights the many ways libraries spark curiosity, creativity, and connection in our communities; and

WHEREAS, in Napa County, more than 100 literacy volunteers meet regularly with adult learners to help improve reading and writing skills—opening doors to employment opportunities, educational advancement, and greater independence—while more than 20 teens generously donate their time to help develop programming, prepare for events, and tutor younger students, demonstrating leadership and strengthening a culture of service throughout Napa County; and

WHEREAS, the Friends of the Library organizations in American Canyon, Calistoga, Napa, and Yountville, together with the Napa County Library Foundation, generously raise funds and provide vital volunteer leadership each year to support library programs, expand resources, and enhance services for residents throughout Napa County; and

WHEREAS, volunteers from Moving Forward Towards Independence, a local nonprofit supporting adults with developmental, learning, and autism spectrum disabilities, visit weekly to help ensure that the Napa library grounds remain inviting and well maintained, and many additional volunteers throughout Napa County generously contribute their time and talents to support programs, assist patrons, and help ensure that libraries remain welcoming, inclusive spaces where residents can gather, learn, and connect; and

NOW, THEREFORE, BE IT PROCLAIMED that this Board of Supervisors, County of Napa, State of California, on this 14th day of April, does hereby recognize **April 19-25, 2026** as **National Library Week** in Napa County, and in doing so, we celebrate the countless ways that libraries enrich our community, foster lifelong learning, and provide inclusive spaces for connection, discovery, and empowerment for all; and

BE IT FURTHER PROCLAIMED that we reaffirm our commitment to supporting and strengthening our libraries as essential community resources, and we encourage all residents to celebrate National Library Week by visiting their nearest Napa County Library branch or exploring the many offerings available at napalibrary.gov, including books, audiobooks, e-books, classes, events, games, music, comics, online streaming, international newspapers and magazines, and the wide range of services that make the Napa County Library system such a valuable resource for our community.

Amber Manfree, Chair

Liz Alessio, Vice Chair

Joelle Gallagher, District 1

Anne Cottrell, District 3

Belia Ramos, District 5

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-366

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Proclamation for Child Abuse Prevention Month - April 2026

RECOMMENDATION

Presentation of a Proclamation recognizing April 2026 as “Child Abuse Prevention Month” in Napa County. (No Fiscal Impact)

Child Abuse Prevention Month – April 2026

WHEREAS, National **Child Abuse Prevention Month** is recognized throughout the United States during the month of April and serves to highlight the essential role of community cooperation in fostering awareness of child and family well-being and advocating for the implementation of effective strategies to support families and prevent child abuse and neglect; and

WHEREAS, all adults and caregivers have a responsibility as neighbors, community members and residents of Napa County to help create a healthy, safe, and nurturing environment for children and youth; and

WHEREAS, during periods of extreme stress, such as economic challenges and natural disasters, families feel more vulnerable, and as a result, rates of child abuse and neglect increase. These incidences and impacts can be reduced however, by ensuring families have the support they need to cope and to raise their children in safe and healthy environments; and

WHEREAS, child abuse is considered to be one of our nation's most serious public health problems with scientific studies documenting the link between the abuse and neglect of children and youth and a wide range of medical, emotional, psychological, and behavioral disorders; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among state and local governmental agencies, schools, faith groups, community-based organizations, law enforcement agencies, the business community, and dedicated community members.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 14th day of April, does hereby recognize **April 2026** as **Child Abuse Prevention Month** in Napa County. We urge all community members to increase their participation in efforts to empower parents and nurture children to prevent child abuse, strengthen our community, and raise children who thrive.

Amber Manfree, Chair

Liz Alessio, Vice Chair

Joelle Gallagher, District 1

Anne Cottrell, District 3

Belia Ramos, District 5

Napa County

Board Agenda Letter

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

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-866

TO: Board of Supervisors

FROM: Tracy A. Schulze - Auditor-Controller

REPORT BY: Tracy A. Schulze - Auditor-Controller

SUBJECT: Property Tax Administrative Fee Cost Allocation for Services Rendered in Fiscal Year 2024-25

RECOMMENDATION

Accept and file the report for the property tax administrative fee cost allocation to public entities in Napa County for fiscal year 2025-26 for services rendered in fiscal year 2024-25. (Fiscal Impact: $897,282 Revenue, Budgeted, Mandatory)

BACKGROUND

The Auditor-Controller's Office has calculated the property tax administrative fee cost allocation for fiscal year 2025-26 for services rendered in fiscal year 2024-25. In accordance with Revenue and Taxation Code 95.3, fee revenues will be recognized in fiscal year 2025-26 for the participating departments that have incurred the costs.

The Auditor-Controller's Office has issued a report regarding the actual costs incurred by the County during the previous fiscal year for assessing, collecting, and allocating property taxes, including applicable overhead costs as permitted by Federal Regulation Code 2 CFR Part 225. The administrative fee is a reimbursement from each incorporated city and local taxing jurisdictions as its proportionate share of the administrative costs incurred by the County. Of the total costs attributed to property tax during the fiscal year ($5,440,544), 16.5%, or $897,282, is recoverable through this process. The remaining is the County's portion already incurred ($965,022) and the school districts' portion, exempt by State Code ($3,578,240).

Requested Action: Accept and file the report.

FISCAL & STRATEGIC PLAN IMPACT

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

Is the general fund affected?	Yes
Future fiscal impact:	The appropriate allocation is calculated by the Auditor-Controller every year, in accordance with Revenue and Taxation Code 95.3.
Consequences if not approved:	The departments incurring the costs will not be reimbursed for their costs.

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
PROPERTY TAX ADMINISTRATIVE FEE CALCULATION
FISCAL YEAR ACTUALS 2024-25 CHARGED IN FISCAL YEAR 2025-26

TABLE OF CONTENTS

Page	Topic
1	Property Tax Administrative Cost Allocation Per SB 2557
2	Allocation of Costs by Category
3	Summary of Costs and Revenue
4	Summary of Revenues by Department
5	Summary of Costs by Department
6	Auditor-Controller's Direct and Indirect Costs
7	Treasurer-Tax Collector's Direct and Indirect Costs
8	Assessor's Direct and Indirect Costs
9	County Counsel's Direct and Indirect Costs
10	CEO - Clerk of the Board's Direct and Indirect Costs
11	Assessment Appeals Board Direct and Indirect Costs

County of Napa
Property Tax Administrative Cost Allocation Per SB 2557
Actual Property Tax Collection Costs Fiscal Year 2024-25
To Be Charged in Fiscal Year 2025-26

Fund	Tax Entities	FY 2025-26 Admin Factor [1]	Cost Allocation
1000	NAPA COUNTY	17.7376%	$ 965,022
2100	**FIRE NON-STRUCTURAL**	**1.5605%**	**84,900**
2020	**LIBRARY**	**2.0711%**	**112,679**
2100	**FIRE PROTECTION**	**1.4423%**	**78,469**
15100	**CITY OF CALISTOGA**	**0.5139%**	**27,960**
15200	**CITY OF NAPA**	**5.6815%**	**309,105**
15300	**CITY OF ST HELENA**	**0.9857%**	**53,627**
15400	**TOWN OF YOUNTVILLE**	**0.2454%**	**13,351**
18800	**CITY OF AMERICAN CANYON**	**2.0609%**	**112,124**
5220	**LAKE BERRYESSA RESORT IMPROVEMENT DIST**	**0.0075%**	**408**
5240	**NAPA BERRYESSA RESORT IMPROVEMENT DIST**	**0.0114%**	**620**
2860	**MONTICELLO CEMETERY DISTRICT**	**0.0067%**	**365**
09504	**CIRCLE OAKS WATER DISTRICT**	**0.0079%**	**430**
7400	**CONGRESS VALLEY WATER DISTRICT**	**0.0230%**	**1,251**
18900	**AMERICAN CANYON FIRE DISTRICT**	**1.1263%**	**61,277**
7100	**NAPA COUNTY MOSQUITO ABATEMENT DISTRICT**	**0.3691%**	**20,081**
7300	**NAPA COUNTY RESOURCE CONSERVATION DISTRICT**	**0.0936%**	**5,092**
7500	**NAPA COUNTY RIVER RECLAMATION DISTRICT**	**0.0060%**	**326**
9503	**BAY AREA AIR QUALITY MANAGEMENT DIST**	**0.2797%**	**15,217**
9020	HOWELL MOUNTAIN ELEMENTARY SCHOOL DISTRICT	**0.3422%**	18,618
9060	POPE VALLEY ELEMENTARY SCHOOL DISTRICT	**0.3097%**	16,849
9300	FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT	**0.1407%**	7,655
9010	CALISTOGA UNIFIED SCHOOL DISTRICT	**3.3948%**	184,696
9050	NAPA VALLEY UNIFIED SCHOOL DISTRICT	**30.8270%**	1,677,156
9070	ST HELENA UNIFIED SCHOOL DISTRICT	**7.5034%**	408,226
9030	NAPA VALLEY COMMUNITY COLLEGE	**8.0778%**	439,476
9310	SOLANO COUNTY OFFICE OF EDUCATION	**0.0056%**	305
9040	NAPA COUNTY OFFICE OF EDUCATION	**3.0631%**	166,649
9490	EDUCATIONAL REVENUE AUGMENTATION FUND	**12.1056%**	658,610
	Total Property Tax Admin Fee Cost Allocation	**100.0000%**	**$ 5,440,544**

Net Amount Billed	**897,282**
Percent of Total Cost Recoverable	16.5%

Notes:
[1] R&T 95.3 requires use of current year factors for prior year actual costs, applied to all entities for calculation. School Districts are exempt from the Fee.

COUNTY OF NAPA
ALLOCATION OF NET PROPERTY TAX COLLECTION COSTS
BY CATEGORY
Fiscal Year 2024-25

	Property Tax Collection Cost	Percentage Allocated by Category	Dollar Allocation by Category
County	$ 5,440,544	22.8115%	$ 1,241,070
Cities/Town	$ 5,440,544	9.4874%	$ 516,167
Special Districts	$ 5,440,544	1.9312%	$ 105,067
School Districts	$ 5,440,544	65.7699%	$ 3,578,240
Total Allocation		**100.0000%**	**$ 5,440,544**

COUNTY OF NAPA
SUMMARY OF PROPERTY TAX COLLECTION COSTS AND REVENUE
PURSUANT TO SB 2557
Fiscal Year 2024-25

Direct and Indirect Costs:			
Auditor-Controller	$	434,481	
Treasurer-Tax Collector		1,000,713	
Assessor		5,024,713	
County Counsel		11,374	
CEO - Clerk of the Board		147,494	
Assessment Appeals Board		7,600	
Total Direct & Indirect Costs			**$ 6,626,375**
Less: Revenue from Property Tax Assessments			
Non-Departmental Revenue	$	(809,441)	
Auditor-Controller		(130,774)	
Treasurer-Tax Collector		(69,903)	
Assessor		(163,323)	
County Counsel		-	
CEO - Clerk of the Board		(12,390)	
Assessment Appeals Board		-	
Total Revenue			**(1,185,831)**
Net Property Tax Collection Costs Fiscal Year 2024-25			**$ 5,440,544**

COUNTY OF NAPA
SUMMARY OF REVENUES FROM PROPERTY TAX ASSESSMENTS
BY DEPARTMENT
Fiscal Year 2024-25

Department	Revenue Account #	Revenues	Total
NON-DEPARTMENTAL REVENUE - 1050000			
State-SB90 Mandates (Unitary/ERAF Reimb)	43710	37,787	
County Redemption Fees Collected (80400 $10)	44400	6,750	
Supplemental 5% Admin Fee - AB 2890 (81000)	46106	764,904	
Total Non-Departmental Revenue			**$ 809,441**
AUDITOR-CONTROLLER - 1100000			
Property Tax Admin Fees	46105	$ 130,774	
Total Auditor-Controller			**130,774**
TREASURER-TAX COLLECTOR - 1120000			
Penalty & Costs - Delinquent Tax	44400	$ 35,252	
Treasury Fees - Returned Checks, Cortac CD, Title Fees	46100	25,679	
Property Tax Admin Fees	46105	8,906	
Copies/Reports	46195	66	
Total Treasurer-Tax Collector			**69,903**
ASSESSOR - 1140000			
Recording Fees	46190	844	
Copies/Reports	46195	4,949	
Charges for Services	46800	48,522	
Transfers-In	48200	109,008	
Total Assessor			**163,323**
CEO - CLERK OF THE BOARD - 1020000			
Clerk Fees	46155	12,390	
Total COE - Clerk of the Board			**12,390**
Total Property Tax Assessment Revenue for Fiscal Year 2024-25			**$ 1,185,831**

COUNTY OF NAPA
SUMMARY OF PROPERTY TAX COLLECTION COSTS
BY DEPARTMENT
Fiscal Year 2024-25

Department		Costs	Total
AUDITOR-CONTROLLER			
Direct Costs	$	423,044	
Indirect Costs		11,437	
Total Costs - Auditor-Controller			**$ 434,481**
TREASURER-TAX COLLECTOR			
Direct Costs	$	978,899	
Indirect Costs		21,814	
Total Costs - Treasurer-Tax Collector			**1,000,713**
ASSESSOR			
Direct Costs	$	4,715,605	
Indirect Costs		309,108	
Total Costs - Assessor			**5,024,713**
COUNTY COUNSEL			
Direct Costs	$	11,196	
Indirect Costs		178	
Total Costs - County Counsel			**11,374**
CEO - CLERK OF THE BOARD			
Direct Costs	$	137,618	
Indirect Costs		9,876	
Total Costs - COE - Clerk of the Board			**147,494**
ASSESSMENT APPEALS BOARD			
Direct Costs	$	7,600	
Indirect Costs		0	
Total Costs - Assessment Appeals Board			**7,600**
Total Property Tax Collection Costs Fiscal Year 2024-25			**$ 6,626,375**

COUNTY OF NAPA
AUDITOR-CONTROLLER (ACO)
PROPERTY TAX COLLECTIONS COST
DIRECT AND INDIRECT COST CALCULATIONS
Fiscal Year 2024-25

Position		Total Allocated to Property Tax
Auditor-Controller		$ 11,158
Assistant Auditor-Controller		25,392
Property Tax Specialist		9,869
Accountant-Auditor I		144,393
Accountant-Auditor II		158,755
Salaries and Benefits		**$ 349,567**
Total Full Time Equivalents (FTE) in ACO Department for fiscal year 2024-25	22.10	
Total FTE's attributed to Property Tax	2.20	
Percentage of FTE for distribution of Services and Supplies and Indirect Costs	9.94%	
Allocation of Services and Supplies		**73,477**
Allocation of Indirect Costs, actuals 2024-25, plan year 2026-27		**11,437**
Total Auditor-Controller Costs		**$ 434,481**

COUNTY OF NAPA
TREASURER-TAX COLLECTOR (TTC)
PROPERTY TAX COLLECTIONS COST
DIRECT AND INDIRECT COST CALCULATIONS
Fiscal Year 2024-25

Position		Total Allocated to Property Tax
Treasurer-Tax Collector		55,971
Assistant Treasurer-Tax Collector		3,404
Supervising Accounting Specialist		179,151
Supervising Accounting Specialist		9,793
Accounting Specialist		36,529
Accounting Specialist		3,124
Senior Account Clerk		94,821
Senior Account Clerk		7,896
Senior Account Clerk		3,092
Senior Account Clerk		15,072
Account Clerk II		98,381
Account Clerk II		10,355
Account Clerk II		75,398
Account Clerk II		85,344
Salaries and Benefits		**$ 678,331**
Total Full Time Equivalents (FTE) in TTC Department for fiscal year 2024-25	14.00	
Total FTE's attributed to Property Tax	4.34	
Percentage of FTE for distribution of Services and Supplies and Indirect Costs	30.98%	
Allocation of Services and Supplies		**300,568**
Allocation of Indirect Costs, actuals 2024-25, plan year 2026-27		**21,814**
Total Treasurer-Tax-Collector Costs		**$ 1,000,713**

COUNTY OF NAPA
ASSESSOR
PROPERTY TAX COLLECTIONS COST
DIRECT AND INDIRECT COST CALCULATIONS
Fiscal Year 2024-25

Position		Total Allocated to Property Tax
Assessor-Recorder-County Clerk		$ 146,153
All other Assessor Staff		3,487,019
Salaries and Benefits		**$ 3,633,172**
Total Full Time Equivalents (FTE) in Assessor Department for fiscal year 2024-25	23.50	
Total FTE's attributed to Property Tax	23.00	
Percentage of FTE for distribution of Services and Supplies and Indirect Costs	97.87%	
Allocation of Services and Supplies		**1,082,433**
Allocation of Indirect Costs, actuals 2024-25, plan year 2026-27		**309,108**
Total Assessor Costs		**$ 5,024,713**

COUNTY OF NAPA
COUNTY COUNSEL
PROPERTY TAX COLLECTIONS COST
DIRECT AND INDIRECT COST CALCULATIONS
Fiscal Year 2024-25

Position		Total Allocated to Property Tax
Chief Deputy County Counsel		$ 5,718
Deputy County Counsel IV		336
Deputy County Counsel III		1,274
Deputy County Counsel IV		1,513
Salaries and Benefits		**$ 8,841**
Total Full Time Equivalents (FTE) in County Counsel Department for fiscal year 2024-25	19.60	
Total FTE's attributed to Property Tax	0.03	
Percentage of FTE for distribution of Services and Supplies and Indirect Costs	0.15%	
Allocation of Services and Supplies		**2,355**
Allocation of Indirect Costs, actuals 2024-25, plan year 2026-27		**178**
Total County Counsel Costs		**$ 11,374**

COUNTY OF NAPA
CEO - CLERK OF THE BOARD
PROPERTY TAX COLLECTIONS COST
DIRECT AND INDIRECT COST CALCULATIONS
Fiscal Year 2024-25

Position		Total Allocated to Property Tax
Clerk of the Board		$ 4,557
Senior Deputy Clerk of the Board		81,281
Senior Deputy Clerk of the Board		26,659
Salaries and Benefits		**$ 112,497**
Total Full Time Equivalents (FTE) in CEO - Clerk of the Board Department for Fiscal Year 2024-25	18.00	
Total FTE's attributed to Property Tax	0.65	
Percentage of FTE for distribution of Services and Supplies and Indirect Costs	3.61%	
Allocation of Services and Supplies		**25,121**
Allocation of Indirect Costs, actuals 2024-25, plan year 2026-27		**9,876**
Total CEO - Clerk of the Board Costs		**$ 147,494**

COUNTY OF NAPA
ASSESSMENT APPEALS BOARD
PROPERTY TAX COLLECTIONS
DIRECT AND INDIRECT COST CALCULATIONS
Fiscal Year 2024-25

Position	Total Compensation				
	Stipend Per Meeting	Number of Meetings Attended	Total Paid Stipends	Property Tax Percentage	Total Allocated to Property Tax
Assessment Appeals Board Member	$ 200	5	$ 800	100.00%	$ 800
Assessment Appeals Board Member	200	10	2,000	100.00%	2,000
Assessment Appeals Board Member	200	9	1,800	100.00%	1,800
Assessment Appeals Board Member	200	9	1,800	100.00%	1,800
Assessment Appeals Board Member	200	6	1,200	100.00%	1,200
Total Assessment Appeals Board Cost					**$ 7,600**

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-92

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 March 24, 2026 regular meeting. (No Fiscal Impact)

Meeting Minutes

Napa County Board of Supervisors

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

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

https://www.napacounty.gov/

Tuesday, March 24, 2026 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

   Napa Valley Register Journalist Barry Eberling led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) **26-59**

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

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

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

A. Presentation of a Proclamation recognizing April 2026 as "Arts in April Month" in Napa County. (No Fiscal Impact) **26-262**

Chair Amber Manfree presented the proclamation.

President and CEO of Arts Council Napa Valley Christopher DeNatale received the proclamation and made presentation.

B. Presentation of a Proclamation recognizing April 6-12, 2026 as "Public Health Week" in Napa County. (No Fiscal Impact) **26-319**

Vice-Chair Liz Alessio presented the proclamation.

Deputy Director of Health and Human Services Agency Public Health Office Christine Wu made presentation.

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

5. CONSENT CALENDAR

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

Auditor-Controller

A. Accept and instruct the Clerk of the Board to file the audit of the Procurement Card Program for the period of July 1, 2025 - December 31, 2025. (Fiscal Impact: None, Discretionary) **26-614**

Clerk of the Board

B. Approval of minutes from the March 10, 2026 regular meeting. (No Fiscal Impact) **26-91**

County Counsel

C. Authorize the Chief Executive Officer to execute documents necessary to participate in the Remnant Defendants' Settlement Agreement with six regional opioid distributor/dispenser defendants, including: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies); (2) J M Smith Corporation; (3) Louisiana Wholesale Drug Company, Inc.; (4) Morris and Dickson Co.; (5) North Carolina Mutual Wholesale Drug Company, Inc.; and (6) United Natural Foods, Inc. (including its subsidiaries SuperValu and advantage Logistics). (Fiscal Impact: Increased Revenue; General Fund; Not Budgeted; Discretionary) **26-840**

County Executive Office

D. Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact) **26-375**

Enactment No: R-2021-56

E. Approve and authorize allocation of Board of Supervisors' District 2 community grant funds to Mentis, Hispanic Chamber of Commerce Latino Leadership Development Program Scholarship, Boys and Girls Club of Napa Valley, Cope Family Center, and Puertas Abiertas Community Resource Center to provide support and community benefit. (Fiscal Impact: $5,000 Expense; Budgeted; General Fund; Discretionary) **26-613**

F. Approve and authorize Amendment No. 5 to Agreement No. 170662B with Civic Plus, LLC through the current contract term of December 6, 2026, to improve digital accessibility for all abilities. (Fiscal Impact: $20,168 Expense; Liability Insurance Fund; Budgeted; Discretionary) **26-826**

Enactment No: A-170662B Amend. 5

Health and Human Services Agency

H. Approve and authorize amendments to Agreement Nos. 250091B and 250092B with On The Move, Agreement No. 250095B with UpValley Family Centers, and Agreement No. 250093B with Puertas Abiertas Community Resource Center with no change to the contract maximum, allowing flexibility to rollover unused funds from the previous fiscal year to the current fiscal year. (No Fiscal Impact) **26-269**

Enactment No: A-250091B Amend. 1; A-250092B Amend. 1; A-250095B Amend. 1; A-250093B Amend. 1

I. Approve and authorize Revenue Agreement No. 260283B with the California Department of Public Health for a contract revenue maximum of $542,466 for the term July 1, 2025 through June 30, 2030, for disease investigation and intervention services and programs. (Fiscal Impact: $542,466; Health and Human Services Agency Fund; Budgeted; Discretionary) **26-341**

Enactment No: A-260283B

J. Accept an anonymous donation in the amount of $11,600 to the County Children's Trust Fund to support child abuse prevention services in the community and fund child abuse prevention coordinating councils (CAPCs). (Fiscal Impact: $11,600 Revenue; County Children's Trust Fund; Budgeted; Discretionary) **26-419**

K. Approve and authorize Amendment No. 4 to Agreement No. 220003B with Progress Foundation, Inc., to increase the contract maximum by $335,810 for a new contract maximum of $1,256,000, and Amendment No. 5 to Agreement No. 220004B with Progress Foundation, Inc., to increase the contract maximum by $486,680 for a new contract maximum of $1,652,000, for mental health services in Fiscal Year 2025-2026 and each subsequent renewal. (Fiscal Impact: $822,490; Expense; Health and Human Services Agency Fund; Budgeted; Mandatory) **26-421**

Enactment No: A-220003B Amend. 4; A-220004B Amend. 5

Housing & Community Services

L. Approve a Budget Amendment not to exceed $93,000, offset by new grant revenue, for certain Permanent Supportive Housing Services provided by Buckelew Programs during the period of time a grant transfer agreement (Agreement No. 8695) was approved and submitted locally and when it was authorized by Housing and Urban Development. (Fiscal Impact: net zero; Housing & Community Services Fund 2030, Subdivision 2030002; Not Budgeted; Discretionary) **26-346**
[4/5 vote required]

Human Resources – Division of CEO's Office

M. Adopt a Resolution amending the Table and Index of Classes, the Departmental Allocation List for Public Works, and appropriate personnel policies. (Fiscal Impact: $2,500 Expense; General Fund; Budgeted; Discretionary) **26-389**

Enactment No: R-2021-57

N. Adopt a Resolution amending the Table and Index of Classes and the Departmental Allocation List for the Probation Department. (Fiscal Impact: $43,600 Expense; General Fund and State AB109 Non-Operating Special Revenue Fund; Budgeted; Discretionary) **26-405**

Enactment No: **R-2021-58**

O. Adopt a Resolution amending the Departmental Allocation List for the Planning, Building, and Environmental Services Department. (No Fiscal Impact) **26-407**

Enactment No: **R-2021-59**

Information Technology Services – Division of CEO's Office

P. Declare certain items of personal property as surplus and no longer required for public use; and approve and authorize the Purchasing Agent to dispose of these items of personal property by donating them to Human-I-T. (No Fiscal Impact) **26-415**

Lake Berryessa Resort Improvement District

Q. Award a Construction Contract to 2C Land and Timber Management Corp of Roseville, CA for Phase II of the Lake Berryessa Resort Improvement District Wastewater Ponds Groundwater Inflow Mitigation Project, LB 18-02; and approve Amendment No. 3 to Agreement No. 240306B with GHD, Inc. adding construction administration and inspection services for the project and increasing compensation from $312,570 to $441,649. (Fiscal Impact: $933,009 Expense; Lake Berryessa Resort Improvement District Fund; Budgeted; Discretionary) **26-379**

Enactment No: **A-240306B (LBRID) Amend. 3**

Probation

R. Approve and authorize Amendment No. 1 to Agreement No. 240079B with the Regents of University of California to update the research project description for the collection of criminal justice data in order to evaluate the effects for California's AB 372 Domestic Violence Pilot probationer outcomes since 2016. (No Fiscal Impact) **26-845**

Enactment No: **A-240079B Amend. 1**

Public Works

S. Award a Construction Contract to Mountain Cascade, Inc., of Livermore, California in the amount of $4,187,813 for the "Measure U Solano Avenue Pavement Repair Project," RDS 25-01; approve cost sharing Agreement No. 260304B with Oak Knoll Resort, LLC for roadwork related to their permit for a left-turn-lane installation; and approve a Budget Amendment. (Fiscal Impact: $1,461,609 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) **26-312**
[4/5 vote required]

Enactment No: A-260306B

T. Reject all Bids and authorize the Director of Public Works to re-advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Sections 20150.9 and 20150.8, respectively, of the Public Contract Code for the South Campus Building 4 HVAC Upgrades Project (Project 23018). (No Fiscal Impact) **26-313**

U. Approve the Plans and Specifications for the "Deer Park Region Paving Project," PW 25-02; and authorize advertisement of sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **26-330**

V. Approve and authorize Amendment No. 5 to Agreement No. 170684B with Humane Society of Napa County & SPCA, Inc. to increase the annual contract amount by $100,000 for a new maximum of $330,000. (Fiscal Impact: $100,000 Expense; Budgeted; Mandatory) **26-353**

Enactment No: A-170684B Amend. 5

W. Approval of Plans and Specifications for the "Ag Building Rehab Project", PW 26-16; and authorize advertisement of sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact) **26-392**

X. Approve the Plans and Specifications for the "Upper Partrick Road Rehabilitation Project," RDS 24-37, and authorize advertisement 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; Discretionary) **26-411**

Y. Approve plans and specifications for the "North GA Ramp Reconstruction Project", PW26-04; authorize advertisement of sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code; and authorize Director of Public Works to apply for a grant in the amount of up to $3,057,000, with a 5% matching requirement of approximately $152,850; and execute a grant agreement with the Federal Aviation Administration (FAA) for such grant. (No Fiscal Impact; Discretionary) **26-412**

Z. Approve creation of a Capital Improvement Project 26033, "Pavement Maintenance Management Plan Update" PW 26-27; approve a Budget Amendment; and authorize Director of Public Works to apply a grant for an estimated amount of $427,500, with a 5% matching requirement of approximately $22,500; and execute a grant agreement with the Federal Aviation Administration (FAA). (Fiscal Impact $450,000 Expense; Airport Fund; Not Budgeted; Discretionary) **26-417**
[4/5 vote required]

Sheriff

AA. Authorize the purchase of a capital asset for one unmanned aerial system (UAS) BRINC Lemur 2 Operations Bundle; approve a sole source waiver of competitive bidding; and approve a Budget Amendment with appropriation authority for the Sheriff's Office. (Fiscal Impact: $21,549 Expense; General Fund; Budgeted; Discretionary) **26-406**
[4/5 vote required]

6. PUBLIC COMMENT

None

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Joelle Gallagher reported on her attendance at the Nimbus Arts Open House. She encouraged the public to review their offerings. She then thanked the Planning, Building, and Environmental Services department for their work on the Community Workshop regarding the Baseline Data Report (BDR) on Thursday March 19, 2026. Lastly, Supervisor Gallagher congratulated Napa Valley College for a successful Viva Mariachi concert on Saturday, March 21, 2026 and encouraged the public to attend the event in the future.

Supervisor Belia Ramos reported on her representation with the Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Committee (MTC) during some lobbying days to discuss Senator Christopher Cabaldon's bill SB1078. Supervisor Ramos also noted that ABAG and MTC have approved their Plan Bay Area 2050+ initiative. Next, Supervisor Ramos reported on her tour of the Napa Valley Waste Management Authority Transfer Station. Next, she shared an update from the inclusivity adhoc committee, where Supervisor Gallagher and Ramos met with the Napa Valley Together Initiative Key Leaders to discuss where efforts are needed to protect vulnerable residents. Lastly, Supervisor Ramos made a referral to the Chief Executive Officer that the Napa Chambers of Commerce remove the mural from the Carithers building and revise the name of the County's observance of March 31st from Cesar Chavez Day to Farmworker Day.

Supervisor Anne Cottrell thanked Supervisor Ramos for her referrals. She then wished the town of St. Helena a happy 150th birthday. Next, she reported on attending a ribbon cutting event on March 12, 2026 at Gamble Grove, a 10-unit workforce housing project in St. Helena. Next, Supervisor Cottrell reported on Senator Cabaldon convening a meeting of the Senate Select Committee to discuss California's Wine Industry at Napa Valley Community College. As the Rural County Representatives of California (RCRC) representative on the California Wildfire Taskforce, Supervisor Cottrell attended the spring meeting in Tuolumne County where she gathered the following updates: CalFire Chief Joe Tyler reported on a dry spring and what that means on early ramp up of staffing. Chief J.C. Greenberg reported on being at full staff by April 6, 2026; In honor of Public Health Week RCRC is sponsoring a wildfire health impact bill (SB899) which will help the taskforce work with other health partners. Lastly, Supervisor Cottrell gave a shoutout to the Viva Mariachi festival.

Vice Chair Liz Alessio reported on Marin Clean Energy (MCE) approving their annual budget and the Board approved a 14% reduction in their electricity generation rates and a temporary bill credit through 2026. Next, Vice-Chair Alessio provided an update from Napa Valley Transportation Authority (NVTA) regarding VineGo Paratransit Service. Next, she thanked Fire Administrator J.R. Rogers and Napa Firewise Administrator Steven Burgess for showing her the fuel mitigation work being done on Dry Creek Road and the progress of the Dry Creek Bridge project. Vice-Chair Alessio reported on her attendance at two events, a fundraising event put on by Mentis as well as another by the Napa Valley Community Health Foundation. She then informed the public about potential encounters with ticks on hiking/trail routes due to the dry weather conditions. Lastly, Vice-Chair Alessio reported on two upcoming events: The 4th annual Napa Climate Summit with Resilient Napa on March 26, 2026 at Napa Valley College from 3:00pm-6:00pm; and the 21st annual Agricultural Day with the Napa Valley Farm Bureau at the Napa Expo from 9:00am-1:00pm.

Chair Amber Manfree reported on the several Board members attendance at the JD Fullner Recycling Leadership Awards Ceremony on Thursday, March 19, 2026. Next, she informed the public of the following upcoming events: The ground-breaking ceremony for the Flood Control and Water Conservation District project on April 1, 2026 at 9:00am at the River Terrace; and the Northbay Watershed Association is holding its 2026 Biennial Conference: "Meeting this Moment in a Climate of Change" on April 9, 2026 at the Bill and Adele Jonas Center in Novato, CA. Lastly, She informed the public that the public meetings surrounding the Baseline Data Report have concluded, however, the public can still submit their input online.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

Elections **26-827**

G. Approve and authorize Agreement No. 260334B with Liberty Vote USA for election support through June 30, 2032. (Fiscal Impact: $1,199,468 Expense; General Fund; Budgeted; Mandatory)

Supervisor Belia Ramos asked questions of staff.

Discussion held.

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

9. ADMINISTRATIVE ITEMS

County Executive Office

A. Review and approve the Fiscal Year 2026-27 Fiscal Strategy and Budget Policies; receive a presentation on the Fiscal Year 2025-26 mid-year fiscal review; and approve mid-year budget amendments. (Fiscal Impact: General Fund, $376,000; HHSA, $245,000; Roads Fund, $2,062,766; IHSS Authority, $117,000; Capital Improvement Fund, $55,150; Fleet Management Fund, $526,209; 5th Street Parking Garage, $7,000; Animal Shelter, $121,872; not budgeted; discretionary). [4/5 vote required] **26-398**

Chief Executive Officer Ryan J. Alsop made presentation.

Deputy Chief Budget Officer Maiko Klieman made presentation.

Auditor-Controller Tracy Schulze made presentation.

Discussion held.

Directions provided to staff.

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

Planning, Building and Environmental Services (PBES)

B. Receive and accept a presentation of the annual report regarding the status of the 2008 Napa County General Plan and progress in its implementation as required by Government Code Section 65400. (No Fiscal Impact) **26-86**

Planning, Building, and Environmental Services Supervising Planner Trevor Hawkes made presentation.

Discussion held.

Direction provided to staff.

C. Receive a presentation on the Bay Area Regional Energy Network Efficiency & Sustainable Energy Home program and its impacts in Napa County to date. (No Fiscal Impact) **26-345**

Planning, Building, and Environmental Services Planner II Ryan Melendez made presentation.

Planning, Building, and Environmental Services Planner II William Doran made presentation.

Discussion held.

10. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATIONS **26-832**
(Government Code section 54957.6)
Agency Designated Representatives: Christine Briceño, Director of Human Resources; Napa County Probation Professionals' Association - Nonsupervisory Unit; and Napa County Probation Professionals' Association - Supervisory Unit

Closed Session held. No reportable action.

11. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, APRIL 14, 2026 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Napa County

Board Agenda Letter

1195 THIRD STREET
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-864

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Reappointments to the Napa County Winegrape Pest and Disease Control District Board of Directors

RECOMMENDATION

Reappoint Patrick Tokar, for a second term, and John J. McCarthy, for a third term, to the Napa County Winegrape Pest and Disease Control District Board of Directors with terms of office to commence immediately and expire on March 26, 2029. (No Fiscal Impact)

BACKGROUND

There are currently two openings due to 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 Patrick Tokar, and John J. McCarthy.

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.

Requested Action:

Reappoint Patrick Tokar and John J. McCarthy to the Napa County Winegrape Pest and Disease Control District Board of Directors.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

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

A Tradition of Stewardship
A Commitment to Service

County Executive Office

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

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

March 5, 2026

Patrick Tokar

Napa, CA 94558

Re: Napa County Winegrape Pest & Disease Control District

Dear Patrick:

You have been a valued member of the **Napa County Winegrape Pest & Disease Control District**. The term of your position will expire on March 26, 2026. If you wish to request reappointment for another three-year term, please check the box below:

[X] 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.

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

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:
Boards, Committees & Commissions | Napa County, CA

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

SIGNATURE

3/12/26
DATE

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County 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

Email Address

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.

Home:
Primary Phone

Tokar Vineyard Consulting	Consultant	Viticulturist & Pest Control Advisor
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.

John Roncoroni	Don Munk	Richie Allen

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

A Tradition of Stewardship
A Commitment to Service

County Executive Office

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

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

March 5, 2026

John McCarthy

Calistoga, CA 94515
Via email:

Re: Napa County Winegrape Pest & Disease Control District

Dear John:

You have been a valued member of the **Napa County Winegrape Pest & Disease Control District**. The term of your position will expire on March 26, 2026. 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:
Boards, Committees & Commissions | Napa County, CA

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

John McCarthy
SIGNATURE

3.5.26
DATE

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Winegrape Pest & Disease Control District Board of Directors: Appointed

Category of Membership for Which You Are Applying

Board Seat

Profile

John (First Name) | J (Middle Initial) | Mccarthy (Last Name)

Email Address

Home Address | Suite or Apt

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

Which supervisorial district do you reside in? *

☑ District 3

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

Primary Phone

Far Niente Family of Wineries and Vineyards	Director of Vineyard Operations	Farmer
Employer	Job Title	Occupation

Education/Experience

BS Viticulture - CSU Fresno MBA Wine Business - CSU Sonoma PCA/CCA/CPAg/SSp licenses + certifications 15 years managing vineyards for Beckstoffer Vineyards, Jackson Family Wines, Antinori Family Estates and Far Niente Family of Wineries and Vineyards.

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

Heather McCarthy - Director of Marketing (Rombauer Vineyards)

Resume

McCarthy_John_8.23.22.pdf
Upload a Resume

Letter_of_Rec_JM.docx.pdf
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.

A elos - Pete Richmond - Larry Bettinelli -

Community Participation

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

As a pest control advisor and active farmer, I have seen increasing pest pressures and understand the associated challenges. An educated and proactive approach can deter a economically challenging and environmentally impactful response to pests and disease. This is especially true as we find ourselves with new environmental challenges seemingly each and every year. I find it important to enlighten the local community to the inputs and realities of pest control in farming.

Nature of activity and community location

Vineyard Operations throughout the Napa Valley

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

The Lake County Winegrape Commission

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

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)

john mccarthy

Date

8/23/22

JOHN JOSEPH MCCARTHY

Accomplished professional with considerable experience directing viticulture activities, pest management, fertility programs and data collection. Directing vineyard developments and day-to-day operations to always meet budget goals and produce successful crops. Motivated and results-oriented individual with exceptional communication, interpersonal, technical and analytical skills.

STRENGTHS SUMMARY

Personnel Management ▪ Vine Physiology ▪ Vineyard Operations ▪ Yield Estimations ▪ Vine Nutrition and Irrigation ▪ Pruning & Vine Training ▪ Canopy Management
Pest Management Strategies ▪ Disease and Weed Control ▪ Fertilizer and Pesticide Applications ▪ Applicable Labor Laws ▪ Motivational Leadership ▪ Budget Development ▪ Spanish Communication

NOTABLE ACHIEVEMENTS

- Elected to the Board of Directors for the Lake County Winegrape Commission
- Received the President's Top Team Award from Jackson Family Wines (JFW)
- Appointed Farm Bureau District 18 Chairman of the Young Farmers and Ranchers Committee

PROFESSIONAL WORK EXPERIENCE

Far Niente Family of Wineries and Vineyards – Napa, California **January 2021 – Current**
Director of Vineyard Operations

- Providing direction and consultation to third party vineyard management companies to execute vineyard operations covering 550 acres across 20 properties
- Fruit Sourcing over 3,000 tons for 5 brands that meet qualitative parameters and adhere to budgetary thresholds
- Vineyard and property sale due diligence to align company growth forecasting with acquisition goals

Antinori California – Napa, California **January 2019 – January 2021**
Vineyard Manager

- Successfully produced and delivered high end fruit grossing over $10 million
- Decreased hours per acre across several vineyard activities up to 50% through proper equipment utilization, efficient labor timing and effective material investments
- Fruit sales, winery relations and contract management for 10 winery clients

Beckstoffer Vineyards – Kelseyville, California **February 2017 - January 2019**
Vineyard Manager

- Utilized 100 employees to farm 1,500 acres of hillside cabernet vineyards and vineyard developments
- Executed all operations to meet budget requirements and fruit quality standards
- Budgeted and forecasted labor, materials and equipment expenses across all aspects of vineyard and ranch management

Jackson Family Wines – Santa Rosa, California **April 2013 to February 2017**
Assistant Vineyard Manager, PCA & CCA

- Utilized 60 contracted labor employees and 12 internal employees to execute high quality vineyard management across 1,000 developed acres
- Increased vineyard acreage from 900 to 1,200 through development and acquisition while maintaining winery expectations in fruit quality

Beckstoffer Vineyards – Kelseyville, California **May 2010 to May 2013**
Viticulturist, PCA & Supervisor

- Implemented in-depth knowledge of viticulture, canopy management techniques, mechanical and manual harvesting, pruning, maturity tracking, yield estimation and vineyard development across 1,100 acres
- Calibration, monitoring and reporting of pesticide and fertilizer applications

EDUCATION AND CERTIFICATION

California State University – Sonoma, California **August 2017**

Executive Master of Business Administration, Wine Business

California State University – Fresno, California **May 2010**

Bachelor of Science, Viticulture

California Department of Pesticide Regulation – Sacramento, California **May 2011**

PCA - Pest Control Advisor License (A.B.C.D.E.G.)

American Society of Agronomy ICCA Program – Madison, Wisconsin **November 2014**

CCA - Certified Crop Advisor

California Department of Pesticide Regulation – Sacramento, California **January 2018**

PAL – Private Applicator License

American Society of Agronomy ICCA Program – Madison, Wisconsin **April 2018**

CPAg - Certified Professional Agronomist

American Society of Agronomy ICCA Program – Madison, Wisconsin **January 2019**

SSp – Certified Sustainability Specialist

DocuSign Envelope ID: 6F53A3F4-EA8C-4326-B9F9-A6D9204EE83A

Attn: Napa County Winegrape Pest and Disease Control District

To the District Board Members,

The Far Niente Family of Wineries and Vineyards supports John McCarthy in his pursuit of a seat on the Napa County Winegrape Pest and Disease District Board. John has demonstrated his knowledge on sustainable pest and disease control across our properties and would be a valuable addition to this group.

I personally recommend John to this position and approve of his representation on behalf of the Far Niente Family.

Kind regards,

Steve Spadarotto

Steve Spadarotto

CEO

8/23/2022

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-842

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Becky Craig, Assistant Chief Executive Officer

SUBJECT: PRISM JPA and MOUs

RECOMMENDATION

Adopt a Resolution approving a Joint Powers Agreement with Public Risk Innovation, Solutions and Management (PRISM) to revise the governing structure, and authorize and approve three Memorandums of Understanding to provide for supplemental risk pool services. (No Fiscal Impact)

BACKGROUND

Napa County was a founding member of California State Association of Counties - Excess Insurance Agency ("CSAC EIA") in 1980 and has been a voting member of the governing board and various committees for forty -six years. CSAC EIA rebranded to PRISM in 2020 to reflect the organization's broader membership and services. In addition to 54 of 58 counties participating as members, hundreds of California cities, school districts and special districts pool their liability exposure and leverage greater buying power.

The Joint Powers Agreement revision in 2020 expanded the Board of Directors to allow non-county representation, giving 7 seats on the Board. New amendments to the JPA are proposed to, among other changes, increase the representation of non-county public entities on the Board of Directors. All 54 county members will retain seats, but the public entity seats will increase from 7 to 17, plus three alternates.

The Board's primary functions are to elect Executive Committee members and approve the annual budget. The Executive Committee reviews and approves memorandums of coverage, retention and reinsurance policies, and premium allocations for the Excess Workers Compensation and General Liability programs. This proposed revision also expands the Executive Committee from 11 members to 13 plus two alternates and opens eligibility to all board members regardless of entity type. The current Board and Executive committee members, comprised of a super majority of county representatives, support the proposed revisions to the JPA to provide

equity and to broaden the pool of committee candidates. Staff recommend approval of the proposed JPA.

In addition to the JPA, staff recommends approval of three program memoranda. Napa County has participated in three supplemental coverage programs by annual contract - Cyber, Master Crime, and Pollution. These programs have historically been considered “minor programs” under the JPA, but will be recategorized as simply “programs,” without distinction from the larger coverage programs like Workers Compensation and General Liability. To reflect this, the PRISM Board approved the proposed MOUs for programs, rather than relying on annual contracts. Staff recommend approval of the three MOUs to continue benefiting from PRISMs buying power.

Requested Action: Adopt a Resolution approving the Joint Powers Agreement and authorize and approve three Memoranda of Understanding with Public Risk Innovation, Solutions and Management (PRISM) for risk pool services.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Discretionary Justification:	The County continues to receive PRISM pool services.
Consequences if not approved:	The County will either reduce coverage or mitigate excess liability exposure through the open market or another JPA.
Additional Information	2025-2030 Strategic Initiative: Practice transparent, efficient, and data-driven financial management that models public trust and accountability.

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 RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDMING THE PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT JOINT POWERS AUTHORITY AGREEMENT

WHEREAS, Napa County is a voting member of the Public Risk Innovation, Solutions, and Management ("PRISM") Board of Directors and PRISM has proposed amendments to the Joint Powers Authority Agreement; and

WHEREAS, the proposed changes include an amendment to the number of voting members of the Board of Directors and a change in the number of members serving on the Executive Committee; and

WHEREAS, additional changes to the Agreement have been made to conform to the current business operations and update terminology;

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

1. The Board of Supervisors approves the amendments to the Joint Powers Agreement.
2. The Board of Supervisors authorizes the County's primary and/or alternate Board Member to execute the amended Joint Powers Agreement.

[remainder of page intentionally blank]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the ___ day of _____ 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

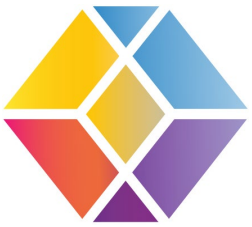
ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Jason M. Dooley* Chief Deputy County Counsel Date: April 8, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020
Amended: June 30, 2026

JOINT POWERS AGREEMENT
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other coverage programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
CREATION OF PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

ARTICLE 2
DEFINITIONS

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence that is covered by an excess or primary coverage program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months that is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance or reinsurance, pooling of self-insured claims or losses, purchased insurance or reinsurance, or any other combination as determined by the Executive Committee or other program governing committee. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, that is covered by a program of PRISM in which the member is a participant.

"Member County" shall mean any county in the State of California that has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, that has executed this Agreement and become a member of PRISM. "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Occurrence" shall mean an event, which is more fully defined in the memorandums of coverage and/or policies or reinsurance agreements of a program, in which the participating county or participating public entity is a member.

"Participating county" shall mean any Member County that has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"**Participating public entity**" shall mean any Member Public Entity that has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, that is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance or reinsurance purchased by PRISM as part of a program to cover that portion of any loss that exceeds the joint funding capacity of that program.

ARTICLE 3
PURPOSES

This Agreement is entered into by the Member Counties and Member Public Entities in order to jointly develop and fund coverage programs. Such programs may include, but are not limited to, the creation of pooled risk programs, including primary and excess coverage programs, the pooling of self-insured claims and losses, purchased insurance or reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

ARTICLE 4
PARTIES TO AGREEMENT

(a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.

(b) Each Member County and Member Public Entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

(c) A member for purposes of participating in or providing coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

(d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.

(f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 4(c) and (d).

(g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 5
TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 6
POWERS OF PRISM

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

(a) To make and enter into contracts.

(b) To incur debts, liabilities, and obligations.

(c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.

(d) To sue and be sued in its own name, and to settle any claim against it.

(e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.

(f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.

(g) To allow for risk management services to be provided to out-of-state participants in a PRISM program.

(h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7
BOARD OF DIRECTORS

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

(a) One director from each Member County, appointed by the Member County's board of supervisors and serving at the pleasure of that body. Each Member County's board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, staff person of the Member County, or agent and upon termination of office or employment with the Member County or agency relationship, shall automatically terminate membership or alternate membership on the Board of Directors.

(b) Twenty directors consisting of seventeen directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as Member Public Entities. A director or alternate public entity director shall be an official, or staff person, or agent of the Member Public Entity, and upon termination of office, employment, or agency relationship with the Member Public Entity, shall automatically terminate membership or alternate membership on the Board of Directors.

(c) Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

(d) A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

(d) The Board of Directors or Executive Committee may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may

consist in whole or in part of persons who are not members of the Board of Directors.

(e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.

(g) The Board of Directors shall develop, or cause to be developed, and shall oversee each program of PRISM, including all provisions for self-insurance, pooling, excess or reinsurance, and administrative services necessary to carry out such program.

(h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board of Directors, directly or through the Executive Committee, shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.

(l) The Board of Directors, directly or through the Executive Committee or other committee, may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors, Executive Committee, or other committee may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.

(n) The Board of Directors, directly or through the Executive Committee or program committee, may declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed to such fund. Likewise, the Board, Executive Committee or program committee may declare that funds established for any program has a deficit of funds and determine a formula to collect additional funds from the participating counties and participating public entities, which have contributed to such fund.

(o) The Board of Directors, directly or through the Executive Committee, shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.

(c) All meetings of the Board of Directors, the Executive Committee and such other committees pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10
OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11
EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of fifteen members: the President and Vice President of the Board of Directors, eleven voting members, and two alternates elected by the Board of Directors from its membership.

The terms of office of the eleven non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12
COMMITTEES

The Board of Directors, directly or through the Executive Committee, may establish committees as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Executive Committee. Each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, Executive Committee, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors.

ARTICLE 13
STAFF

(a) **Principal Staff.** The Chief Executive Officer shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.

(b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.

(c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION OF PROGRAMS

(a) **Program Coverage.** Programs of PRISM may provide coverage, including excess insurance and/or reinsurance coverage, or services for any Member County or Member Public Entity.

(b) **Program and PRISM Funding.** The members developing or participating in a program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided.

(1) **Annual Premium.** Except as provided in (2) below, all post-development costs of a program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Executive Committee or the program's governing committee upon the basis of a cost allocation plan and rating formula adopted by the Executive Committee or the program's governing committee. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Executive Committee or program governing committee, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.

(2) **Assessments**

(i) If it is determined by the Board of Directors or the program's governing committee that the funding for a program is insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may declare an assessment on all participating members of the program.

(ii) Assessments declared pursuant to (i) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the assessment to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that if an assessment is in excess of three times the member's annual premium for that year,, ninety days prior to the Board of Directors or program's

governing committee taking action to determine the amount of the assessment, PRISM will notify the governing body of each participating member, in writing, of its recommendations regarding its intent to declare an assessment and the amount recommended to be assessed each member.

(iii) A member that is no longer a participating member at the time the assessment is declared, but was a participating member during the policy year(s) for which the assessment is needed, shall be required to pay its share of the assessment in accordance with the provisions of (i) and (ii) above.

(c) **Program Implementation and Effective Date.** Upon establishment of a program by the Board of Directors or Executive Committee, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

(d) **Late Entry Into Program.** A member which does not elect to enter a program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may apply to the Executive Committee or program's governing committee for entry into the program. Such request may be granted upon a majority vote of the Executive Committee or program committee.

(e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of a program of PRISM who withdraws or is cancelled from a program under Articles 21 and 22, may not reenter such program for a period of three years from the effective date of withdrawal or cancellation.

ARTICLE 15
ACCOUNTS AND RECORDS

(a) **Annual Budget.** The Board of Directors shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each program under development or adopted and implemented by PRISM.

(b) **Funds and Accounts.** The Chief Financial Officer ("CFO") of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each program under

development or adopted and implemented by PRISM. Books and records of PRISM shall be open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **CFO's Report.** The CFO, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.

(d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Executive Committee to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.6, the Treasurer shall:

(1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.

(2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.

(3) Pay any sums due from PRISM, as approved for payment by the Executive Committee or by any body or person to whom the Executive Committee has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the CFO.

(c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Executive Committee may designate shall have charge of, handle, and have access to the property of PRISM.

(d) PRISM shall secure and pay for a fidelity bond or bonds or crime insurance, in an amount or amounts and in the form specified by the Executive Committee, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

ARTICLE 17
RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each Member County shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7. The Board of Supervisors may appoint by individual or by position.

(b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.

(c) Each member shall maintain an active risk prevention and control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.

(d) Each member shall maintain its own claims and loss records in each category of liability covered by a program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Executive Committee or program governing committee.

(e) Each member shall pay premiums and assessments due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or assessments shall be as determined by the Executive Committee. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member or former member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Executive Committee or other Program governing committee under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.

(f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement programs under this Agreement.

(g) Each member shall cooperate with and assist PRISM, and any insurer or reinsurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules adopted by the Board of Directors, Executive Committee or program governing committee.

(h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors, Executive Committee or program governing committee in order to carry out the purposes of this Agreement.

ARTICLE 18
ADMINISTRATION OF CLAIMS

(a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.

(b) PRISM may develop standards for the administration of claims for each program of PRISM so as to allow PRISM to oversee the administration of claims by the members.

(c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

(d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.

(e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19
NEW MEMBERS

Any California county or public entity may become a party to this Agreement upon approval by the Executive Committee.

ARTICLE 20
WITHDRAWAL

(a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any program pursuant to Article 14, or if it has previously withdrawn from all programs in which it was a participant.

(b) After becoming a participant in a program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action unless otherwise specified in a program Memorandum of Understanding.

ARTICLE 21
CANCELLATION

(a) Notwithstanding the provisions of Article 20,

(1) The Board of Directors may, on a two-thirds vote, cancel any member from this Agreement and membership in PRISM. Such action shall have the effect of canceling the member's participation in all programs of PRISM as of the date that all membership is canceled.

(2) A program governing committee may cancel any member's participation in a program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the program governing committee.

(3) PRISM shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the program, as the case may be.

(b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member which withdraws from all programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a member's participation in a program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

(b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has paid an assessment pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused assessment, plus interest accrued thereon, at such time as the Board of Directors or program governing committee declares that a surplus exists in any program for which an assessment was made.

(c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors or program governing committee determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any assessment declared and attributed to the member under Article 14 (b) (3); and any additional amount of premium, which the Executive Committee determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.

(d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors or Executive Committee determines are due from the members for losses and costs which were incurred during the member's participation in any program.

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

(a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.

(b) Upon termination of this Agreement, all assets of PRISM in each program shall be distributed among those members that participated in that program in proportion to their premium contributions. The Board of

Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any member that was a participant in a program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance or reinsurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the email address to which communications are to be sent. Members shall address notices and other

communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM or via email, as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

ARTICLE 30
AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.

ARTICLE 31
DISPUTE RESOLUTION

When a dispute arises between PRISM and a member, the following procedures are to be followed:

(a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and

reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.

(e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32
FILING WITH SECRETARY OF STATE

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____ MEMBER: _____
(Print Name of Member Entity)

BY:_____
(Authorized signature of Member)

Seal:

Napa County Agreement No. 8709

Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020
Amended: June 30, 2026

JOINT POWERS AGREEMENT
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. ~~Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC~~. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

Commented [MP1]: Deleting as the document does not need a reference to the former name.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other ~~insurance~~ coverage programs as determined;

Commented [MP2]: Replacing "insurance" with the word "coverage" throughout the document since JPAs are not "insurance".

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
CREATION OF PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

Commented [MP3]: Moved from a later place in the document to introduce the creation of the organization earlier in the document.

ARTICLE ~~1~~2
DEFINITIONS

~~**"CSAC"** shall mean the County Supervisors Association of California, dba California State Association of Counties.~~

Commented [MP4]: This is unnecessary as there is no longer a reference to CSAC anywhere in the document.

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence~~, which~~ that is covered by an excess or primary ~~insurance~~ coverage program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months ~~which~~ that is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program ~~which has been designated as a major program of PRISM~~ under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance or reinsurance, pooling of self-insured claims or losses, purchased insurance or reinsurance, or any other combination as determined by the ~~Board of Directors~~Executive Committee or other program governing committee. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any ~~insurance~~ program, as well as establishing program policies and procedures.

Commented [MP5]: The Executive Committee recently decided to call all programs simply "programs", rather than calling them "major programs" or "miscellaneous programs."

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, ~~which~~ that is covered by a~~n insurance~~ program of PRISM in which the member is a participant.

"Member Ccounty" shall mean any county in the State of California ~~which~~ that has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, ~~which~~ that has executed this Agreement, and become a member of PRISM.~~,~~ "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

~~**"Miscellaneous Program"** is an insurance program of PRISM that does not involve pooling of self insured claims or losses and may be made available to members as well as non member public entities that are not a party to this Agreement.~~

"Occurrence" shall mean an event, which is more fully defined in the memorandums of coverage and/or policies or reinsurance agreements of a~~n insurance~~ program, in which the participating county or participating public entity is a member.

"Participating county" shall mean any Mmember Ccounty ~~which~~ that has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"**Participating public entity**" shall mean any Mmember Ppublic Eentity ~~which~~ that has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, ~~which~~ that is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance or reinsurance purchased by PRISM as part of a~~n insurance~~ program to cover that portion of any loss that~~, which~~ exceeds the joint funding capacity of that program.

ARTICLE ~~2~~3
PURPOSES

This Agreement is entered into by the Mmember Ccounties and Mmember Ppublic Eentities in order to jointly develop and fund ~~insurance~~ coverage programs~~ as determined~~. Such programs may include, but are not limited to, the creation of ~~joint insurance funds~~pooled risk programs, including primary and excess ~~insurance~~ coverage programs~~funds~~, the pooling of self-insured claims and losses, purchased insurance or~~, including~~ reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal ~~defense~~ services.

ARTICLE ~~3~~4
PARTIES TO AGREEMENT

(a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.

(b) Each M~~m~~ember C~~c~~ounty and M~~m~~ember P~~p~~ublic E~~e~~ntity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

(c) A member for purposes of participating in or providing ~~insurance~~ coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

(d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.

(f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article ~~3~~4(c) and (d).

(g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE ~~4~~5
TERM

This Agreement shall continue in effect until terminated as provided herein.

~~**ARTICLE 5**~~
~~**CREATION OF PRISM**~~

~~Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.~~

Commented [MP6]: Moved to earlier in the document.

ARTICLE 6
POWERS OF PRISM

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

(a) To make and enter into contracts.

(b) To incur debts, liabilities, and obligations.

(c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.

(d) To sue and be sued in its own name, and to settle any claim against it.

(e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.

(f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.

(g) To allow ~~non-member public entities and non-member counties to participate in Miscellaneous Programs and~~ for risk management services to be provided to ~~non-member counties and non-member public entities including~~ out-of-state participants in a PRISM program.

(h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7
BOARD OF DIRECTORS

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

(a) One director from each M~~m~~ember C~~c~~ounty, appointed by the M~~m~~ember C~~c~~ounty's board of supervisors and serving at the pleasure of that body. Each M~~m~~ember C~~c~~ounty's board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, ~~or~~ staff person of the M~~m~~ember C~~c~~ounty, or agent and upon termination of office or employment with the Member C~~c~~ounty or agency relationship, shall automatically terminate membership or alternate membership on the Board of Directors.

(b) ~~Ten~~ Twenty directors consisting of seventeen directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as Member P~~p~~ublic E~~e~~ntities~~y members~~. A director or alternate public entity director shall be an official, or staff person, or agent of the Member P~~p~~ublic E~~e~~ntity ~~member~~, and upon termination of office, ~~or~~ employment, or agency relationship with the Member P~~p~~ublic E~~e~~ntity, shall automatically terminate membership or alternate membership on the Board of Directors.

(c) ~~Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).~~

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the p~~P~~rovisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of

Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

(d) The Board of Directors or Executive Committee may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

(e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.

(g) The Board of Directors shall develop, or cause to be developed, and shall ~~review, modify as necessary, and adopt~~oversee each ~~insurance~~ program of PRISM, including all provisions for self-insurance, pooling, excess or reinsurance, and administrative services necessary to carry out such program.

(h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board of Directors, directly or through the Executive Committee, shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.

(l) The Board of Directors, directly or through the Executive Committee or other committee, may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors, Executive Committee, or other committee may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.

(n) The Board of Directors, directly or through the Executive Committee or program committee, may~~, upon consultation with a casualty actuary,~~ declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed~~,~~ to such fund. Likewise, the Board, Executive Committee or program committee may declare that funds established for any program has a deficit of funds and determine a formula to collect additional funds from the participating counties and participating public entities, which have contributed to such fund.

Commented [MP7]: Program MOUs contain information on collecting funds from the membership when there is a deficit. Since this provision sets forth provisions for distributing surplus, we are adding in the deficit situation as well

(o) The Board of Directors, directly or through the Executive Committee, shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

ARTICLE 9

MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.

(c) All meetings of the Board of Directors, the Executive Committee and such other committees ~~as established by the Board of Directors~~ pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10
OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11
EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of ~~eleven~~ fifteen members: the President and Vice President of the Board of Directors, ~~and nine~~eleven voting members, and two alternates elected by the Board of Directors from its membership.

The terms of office of the ~~nine~~ eleven non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12
COMMITTEES

The Board of Directors, directly or through the Executive Committee, may establish committees~~,~~ as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the ~~Board of Directors~~Executive Committee~~, to serve two year terms, subject to reappointment by the Board of Directors~~.

~~The members of each~~Each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, Executive Committee, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors ~~as directed by the Board of Directors~~.

ARTICLE 13
STAFF

(a) **Principal Staff.** The Chief Executive Officer shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.

(b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.

(c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION OF ~~INSURANCE~~ PROGRAMS

(a) **Program Coverage.** ~~Insurance p~~Programs of PRISM may provide coverage, including excess insurance and/or reinsurance coverage, or services for any Member Ccounty or Member Ppublic Eentity ~~risk the Board of Directors or Executive Committee~~.~~:~~

~~(1) Workers' compensation;~~

~~(2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;~~

Commented [MP8]: Simplifying this to a basic description rather than listing various types of coverage programs.

~~(3) Comprehensive automobile liability;~~

~~(4) Hospital malpractice liability;~~

~~(5) Property and related programs;~~

~~and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.~~

(b) **Program and PRISM Funding.** The members developing or participating in a~~n insurance~~ program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. ~~In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members, which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.~~

Commented [MP9]: This allocation is not in use as it was eliminated by the Board over 10 years ago.

(1) **Annual Premium.** Except as provided in (2) below, all post-development costs of a~~n insurance~~ program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the ~~Board of Directors~~Executive Committee or the program's governing committee upon the basis of a cost allocation plan and rating formula ~~developed~~ adopted by ~~PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person~~the Executive Committee or the program's governing committee. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the ~~Board of Directors~~Executive Committee or program governing committee, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.

(2) ~~**Premium Surcharge**~~**Assessments**

(i) ~~If PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the~~

~~Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or~~

Commented [MP10]: Deleting this introductory paragraph as unnecessary.

~~(~~ii~~)~~ If it is determined by the Board of Directors or the program's governing committee~~, upon consultation with a casualty actuary,~~ that the ~~joint insurance funds~~funding for a program ~~are~~ is insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may ~~impose a surcharge~~declare an assessment on all participating members of the program.

(ii~~i~~) ~~Premium surcharges~~Assessments declared ~~imposed~~ pursuant to (i) ~~and/or (ii)~~ above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the ~~surcharge~~ assessment to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that ~~no~~ if an~~premium surcharge~~ assessment is in excess of three times the member's annual premium for that year, ~~may be assessed unless~~, ninety days prior to the Board of Directors or program's governing committee taking action to determine the amount of the ~~surcharge~~assessment, PRISM will notify~~notifies~~ the governing body of each participating member, in writing, of its recommendations regarding its intent to ~~assess a premium surcharge~~declare an assessment and the amount recommended to be assessed each member. ~~PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.~~

(ii~~i~~~~v~~) A member ~~which~~ that is no longer a participating member at the time the ~~premium surcharge is assessed~~assessment is declared, but ~~which~~ was a participating member during the policy year(s) for which the ~~premium surcharge was assessed~~assessment is needed, shall be required to pay ~~such~~ its share of the ~~premium surcharges~~assessment ~~as it would have otherwise been assessed~~ in accordance with the provisions of (i) and~~,~~ (ii)~~, and (iii)~~ above.

(c) **Program Implementation and Effective Date.** Upon establishment of a~~n insurance~~ program by the Board of Directors or Executive Committee, PRISM shall determine the manner of program implementation and shall

give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

(d) **Late Entry Into Program.** A member which does not elect to enter a~~n insurance~~ program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may ~~petition the Board of Directors for late entry into the programmake application to~~ apply to the Executive Committee or program's governing committee for entry into the program. Such request may be granted upon a majority vote of the Executive Committee or program committee. ~~Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.Such application shall be considered for approval by the Executive Committee or program governing committee.~~

Commented [MP11]: These changes reflect how the organization currently functions.

(e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of a~~n insurance~~ program of PRISM who withdraws or is cancelled from a~~n insurance~~ program under Articles 21 and 22, may not reenter such ~~insurance~~ program for a period of three years from the effective date of withdrawal or cancellation.

ARTICLE 15
ACCOUNTS AND RECORDS

(a) **Annual Budget.** ~~PRISM~~ The Board of Directors shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each ~~insurance~~ program under development or adopted and implemented by PRISM.

(b) **Funds and Accounts.** The ~~Auditor~~ Chief Financial Officer ("CFO") of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each ~~insurance~~ program under development or adopted and implemented by PRISM. Books and records of PRISM ~~in the hands of the Auditor~~ shall be

open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **~~Auditor's~~ CFO's Report.** The ~~Auditor~~CFO, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.

(d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the ~~Board of Directors~~Executive Committee to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.6, the Treasurer shall:

(1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.

(2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.

(3) Pay any sums due from PRISM, as approved for payment by the ~~Board of Directors~~Executive Committee or by any body or person to whom the ~~Board of Directors~~Executive Committee has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the ~~Auditor~~CFO.

(c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the ~~Board of Directors~~Executive Committee may designate shall have charge of, handle, and have access to the property of PRISM.

(d) PRISM shall secure and pay for a fidelity bond or bonds or crime insurance, in an amount or amounts and in the form specified by the ~~Board of Directors~~Executive Committee, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

ARTICLE 17
RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each M~~m~~ember C~~c~~ounty shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7. The Board of Supervisors may appoint by individual or by position.

(b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.

(c) Each member shall maintain an active risk prevention and control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.

(d) Each member shall maintain its own claims and loss records in each category of liability covered by a~~n insurance~~ program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the ~~Board of Directors or~~ Executive Committee or program governing committee~~, or to such other committee as directed by the Board of Directors or Executive Committee~~.

(e) Each member shall pay premiums and ~~premium surcharges~~assessments due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or ~~premium surcharges~~assessments shall be as determined ~~and assessed~~ by ~~the Board of Directors.~~the Executive Committee. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member or former member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the ~~Board of Directors~~Executive Committee or other Program governing committee under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.

(f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement ~~insurance~~ programs under this Agreement.

(g) Each member shall cooperate with and assist PRISM, and any insurer or reinsurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules adopted by the Board of Directors, Executive Committee or program governing committee.

(h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors, Executive Committee or program governing committee in order to carry out the purposes of this Agreement.

ARTICLE 18
ADMINISTRATION OF CLAIMS

(a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.

(b) PRISM may develop standards for the administration of claims for each ~~insurance~~ program of PRISM so as to allow PRISM to oversee the ~~permit oversight of the~~ administration of claims by the members.

(c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

(d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.

(e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19
NEW MEMBERS

Any California county or public entity may become a party to this Agreement ~~and participate in any insurance program in which it is not presently participating~~ upon approval ~~of~~ by the ~~Board of Directors, by a majority vote of the members, or by majority vote of the~~ Executive Committee.

Commented [MP12]: This change reflects how the organization has operated for many years.

ARTICLE 20
WITHDRAWAL

(a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any ~~insurance~~ program pursuant to Article 14, or if it has previously withdrawn from all ~~insurance~~ programs in which it was a participant.

(b) After becoming a participant in a~~n insurance~~ program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action unless otherwise specified in a program Memorandum of Understanding.

Commented [MP13]: Language is necessary to accommodate the lengthier period of notice that is required in the PRISMHealth Program.

ARTICLE 21
CANCELLATION

(a) Notwithstanding the provisions of Article 20, ~~the Board of Directors may~~:

(1) The Board of Directors may, on a two-thirds vote, c~~C~~ancel any member from this Agreement and membership in PRISM~~, on a majority vote of the Board of Directors~~. Such action shall have the effect of canceling the member's participation in all ~~insurance~~ programs of PRISM as of the date that all membership is canceled.

(2) A program governing committee may c~~C~~ancel any member's participation in a~~n insurance~~ program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the program governing committee~~Board of Directors members present and voting who represent participants in the program~~.

~~The Board of Directors~~PRISM shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the ~~insurance~~ program, as the case may be.

(b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the ~~insurance~~ programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member which withdraws from all ~~insurance~~ programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a member's participation in a~~n insurance~~ program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

(b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has ~~been assessed a premium surcharge~~paid an assessment pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused ~~surcharge~~assessment, plus interest accrued thereon, at such time as the Board of Directors or program governing committee declares that a surplus exists in any ~~insurance fund~~program for which an assessment was made ~~premium surcharge was assessed~~.

(c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors or program governing committee determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any ~~premium surcharge assessed~~assessment declared and attributed to the member under Article 14 (b) (3); and any additional amount of premium, which the ~~Board of Directors~~Executive Committee determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.

(d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors or Executive Committee determines are due from the members for losses and costs which were incurred during the member's participation in any program.

~~(d)~~(e)

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

(a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.

(b) Upon termination of this Agreement, all assets of PRISM in each ~~insurance~~ program shall be distributed among those members ~~which~~ that participated in that program in proportion to their ~~cash~~ premium contributions~~, including premiums paid and property contributed (at market value when contributed)~~. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any member ~~which~~ that was a participant in a~~n insurance~~ program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance or reinsurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the email address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM or via email, as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, ~~i~~is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors ~~or total voting membership~~ to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

ARTICLE 30
AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.

ARTICLE 31
DISPUTE RESOLUTION

When a dispute arises between PRISM and a member, the following procedures are to be followed:

(a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also~~,~~ request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.

(e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32

FILING WITH SECRETARY OF STATE

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____
(Print Name of Member)

BY: _____
(Authorized signature of Member)

Seal:

Public Risk Innovation, Solutions, and Management ("PRISM") Summary of Proposed Redline Changes to the Joint Powers Agreement
March 2026

Background/Reasons for Proposed Amendments to the JPA Agreement

At the 2022 Executive Committee Strategic Planning Retreat, the attendees considered the issue of whether to revisit PRISM's governance. The discussion largely centered around the idea that public entities have been members of the organization since 2001, have participated in governance of the organization by serving on PRISM Committees, and approximately ½ of the contributions made to PRISM each year are from the public entity members while the other ½ is from counties. It was felt by the group that the organization should reconsider the size and function of the Board of Directors, including what it delegates to others and whether to eliminate the distinction between counties and public entity members in the governance process. The composition of the Executive Committee was also discussed.

The results of that discussion were then presented to the Executive Committee in December 2022 with the Executive Committee then delegating authority to the Governance Sub-Committee to review the matter and propose amendments to the governance structure. The Governance Sub-Committee then brought forth proposed changes to address these issues which have since been approved by the Executive Committee and the Board of Directors. The proposed governance changes reflected in the amendment to the JPA Agreement are as follows:

- Increase the number of public entity seats on the Board to 20 (17 voting and 3 alternates). This will allow more public entities to have an opportunity to participate in governance at the Board level. Counties will retain their 54 seats on the Board (each member County has a seat on the Board).
- Increase the number of seats on the Executive Committee by 4 (2 voting and 2 alternates). This will allow 2 more members to participate in the day-to-day governance tasks that the Executive Committee performs and will also create a pipeline for future Executive Committee members by including 2 alternate positions.

Non-Substantive Changes

In reviewing the JPA Agreement for the proposed governance changes, staff noted some other places in the documents where it makes sense to make some changes to reflect current processes and/or clarify language. These proposed changes are generally described below.

Amendments

Changes relating to the composition of the Board of Directors and the Executive Committee:

Article 7(b) – Amends the number of Public Entity Director seats on the Board of Directors from 7 to 17 with an additional 3 alternates being selected to serve if one of the 17 voting members is unavailable. Also allows for an "agent" of a Public Entity member to serve as a Director.

Article 7(c) – This paragraph is deleted since the addition of the 10 additional Public Entity voting seats on the Board of Directors would result in the percentage of total board seats for counties being 76%, rather than at least 80%.

Article 11 – The first paragraph contains amendments to the number of members of the Executive Committee to allow for more opportunities for members to participate in the day-to-day oversight of PRISM. The number of members is increased from 11 voting members to 13 voting members plus two alternates.

Miscellaneous changes relating to clean up items and changes to coincide with our current practices and future vision (all references to page numbers below refer to the attached redline version of the document):

A few changes have been made throughout the document at each place where the word or phrase appears. These are as follows:

- The word "insurance" is deleted throughout and changed to "coverage" because pools are not treated as insurance by the California legislature so it is cleaner for the organization to remove the word "insurance" from the Agreement and to change it to the word "coverage."

- References to "Major Programs" and "Minor Programs/Miscellaneous Programs" have been changed to simply call all of them "Programs" or "PRISM Coverage Programs". This is being done because the Executive Committee eliminated the distinction between "Major" and "Minor Programs/Miscellaneous Programs" in 2025.

- Addition of the term "Executive Committee or other program governing committee" has been added throughout the document to reflect current PRISM practices. The Executive Committee has previously had various areas of governance delegated to it so that is now being reflected throughout the document. In addition, the program governance committees have total authority to make decisions regarding their own programs so the addition of the phrase "program governing committee" documents this practice.

- "Member County" as a defined term is updated throughout the document.

Page 1, Preamble – The reference to CSAC Excess Insurance Authority being formed under the sponsorship of CSAC is being deleted as it is not necessary.

Page 2, Article 1, Creation of PRISM – This section is not new. The language is simply being moved from Article 5 to Article 1 so that "Creation of PRISM" is the first action in the document.

Page 2 – "CSAC" Definition – This definition is being removed since the removal of the CSAC name from the Preamble means that it is no longer necessary for this definition to be in the document.

Page 5, Article 6(g) – Streamlines the language as the references to "non-members" is unnecessary.

Article 8(n) – This subsection talks about the distribution of surplus assets. Because deficits could happen, and Program Memorandums of Understanding contain information on collecting funds from the membership when there is a deficit, the last sentence has been added to account for the deficit situation.

Article 14(a) – The specific coverage program types are being deleted as there are other types of coverage that are currently being provided by the organization in addition to the ones listed in this subsection and new lines of coverage are created when needed. There is no need to specifically list lines of coverage in this subsection.

Article 14(b) – The sentence regarding the Board allocating a share of a PRISM general expense to members who join a program after its creation is deleted because the Board eliminated this practice over 10 years ago.

Article 14(b)(2)(i) – This subsection is deleted as it is introductory and unnecessary.

Article 14 and Article 22 – Throughout Article 14 and Article 22, the phrase "premium surcharge" is replaced with the phrase "assessment" as the programs would levy assessments of the members of the program if a program does not have sufficient funds.

Article 14(d) and Article 19 – The changes in this subsection reflect how the organization has operated for many years as the Board has previously delegated authority to the Executive Committee to make decisions on entry into the various PRISM programs.

Article 17(a) – A sentence is added to reflect current practices of the County members who typically either make their appointment to the PRISM Board of Directors based on the name of the individual or the title of the position.

Article 20(b) – The addition at the end of the last sentence is to account for the different withdrawal provisions that exist for the PRISMHealth Program as a lengthier period of notice is needed to ensure that everything can be moved to another health insurance provider when a member leaves the program.

Article 21(a) – The cancellation of a member's membership in PRISM is changed to require a 2/3 vote, rather than a majority vote.

Article 21(b) – Since the program governing committees oversee the membership of their programs, this language is added to specify that the program governing committee is the committee that can cancel an entity's membership in a specific program.

Adopted: February 5, 2026

MEMORANDUM OF UNDERSTANDING
CYBER LIABILITY PROGRAM

This Memorandum of Understanding (hereinafter "Memorandum") is entered into by and between Public Risk Innovation, Solutions, and Management (hereinafter referred to as "PRISM") and the participating entities (hereinafter "Members") who are signatories to this Memorandum.

1. CREATION AND PURPOSE OF THE PROGRAM. There is hereby created by this Memorandum the Cyber Liability Program (hereafter "Program"). The purpose of the Program is to provide participating Members with coverage and risk-sharing for cyber-related losses, including but not limited to data breaches, network security failures, privacy liability, cyber extortion, business interruption due to cyber events, and related costs, as more fully described in the applicable coverage documents.

2. JOINT POWERS AGREEMENT. Each participating member of the Program shall have executed the Joint Powers Agreement Creating Public Risk Innovation, Solutions, and Management (hereinafter referred to as "Agreement"). Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Agreement, and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.

3. GOVERNANCE AND PROGRAM OVERSIGHT

The Executive Committee of PRISM (hereafter "Committee") shall have full authority over all matters affecting the Program, including but not limited to:

a. Approval of new members;
b. Program structure and participation requirements;
c. Premium and rate setting;
d. Retention levels, limits, and reinsurance;
e. Allocation of aggregate limits (as needed);
f. Underwriting standards;
g. Data submission requirements and cybersecurity controls; and
h. Policies regarding withdrawal and cancellation

4. PROGRAM PARTICIPATION AND MEMBERSHIP

a. Participation in the Program is voluntary and subject to approval by PRISM in accordance with the Agreement and Program underwriting guidelines.
b. A Member approved for participation shall remain in the Program until withdrawal or cancellation in accordance with the Agreement and this Memorandum.
c. PRISM may establish eligibility criteria, including but not limited to minimum cybersecurity controls, incident response planning, training, and compliance with applicable laws and standards.

5. ANNUAL PREMIUM

In accordance with Article 14(b)(2) of the Agreement, participating Members shall be assessed an annual premium for the purpose of funding the Program. Annual

rates/premiums will be established by the Committee in consultation with the carrier, actuaries and/or other consultants.

6. COST ALLOCATION

Each Member's share of the annual premium shall be determined pursuant to a Committee-approved cost allocation methodology, which may consider factors such as exposure, size, cybersecurity posture, loss experience, and other risk characteristics. The cost allocation methodology may be amended from time to time by action of the Committee.

7. COVERAGE DOCUMENTS

PRISM shall issue applicable coverage documents evidencing a Member's participation in the Program and setting forth the specific terms, conditions, limits, retentions, exclusions, and endorsements applicable to the cyber liability coverage.

8. CLAIMS AND INCIDENT REPORTING

a. Members shall comply with all incident reporting, claims reporting, and cooperation requirements established by PRISM, and/or the carrier, and as set forth in the coverage documents.
b. Members shall promptly notify PRISM of any known or suspected cyber incident that may give rise to a claim under the Program.
c. PRISM may establish cyber incident response protocols, panel vendors, breach response requirements, and claims administration standards applicable to the Program.
d. Failure to comply with these reporting requirements could adversely impact coverage.

9. CLAIMS ADMINISTRATION

Claims administration services shall be provided by the insurance carrier(s) and/or their assignee.

10. CYBERSECURITY STANDARDS

Each Member shall maintain reasonable and appropriate cybersecurity controls, policies, and procedures, and shall cooperate with PRISM in risk management initiatives, assessments, training, and audits related to cyber risk.

11. WITHDRAWAL AND CANCELLATION

Withdrawal or cancellation from the Program shall be governed by Articles 20 and 21 of the Agreement, subject to policy provisions and any additional Program-specific requirements adopted by the Committee.

12. LATE PAYMENTS

Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any Member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

13. DISPUTE RESOLUTION
Any question or dispute with respect to the rights and obligations of the parties to this Memorandum regarding coverage shall be determined in accordance with the Agreement Article 31, Dispute Resolution.

14. AMENDMENT
This Memorandum may be amended by a majority vote of the Executive Committee and signature on the Memorandum by the Member's designated representative who shall have authority to execute this Memorandum. Should a Member of the Program fail to execute any amendment to this Memorandum within the time provided by the Executive Committee, the Member will be deemed to have withdrawn at the following renewal.

15. COMPLETE AGREEMENT
Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.

16. SEVERABILITY
If any provision of this Memorandum is judicially determined to be void or unenforceable, such determination shall not affect the validity of the remaining provisions.

17. EFFECTIVE DATE
This Memorandum shall become effective on the effective date of coverage for the Member and upon approval by the Executive Committee of any amendment, whichever is later.

18. EXECUTION IN COUNTERPARTS
This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the dates set forth below.

PRISM:
Dated: 7/1/2026

Signature: Gina Dean
Printed Name & Title: Gina Dean, CEO
Public Risk Innovation, Solutions, and Management

Member:
Dated: _____

Signature: _____
Printed Name & Title: _____
Member Entity: _____

APPROVED AS TO FORM
Office of County Counsel

By: Jason M. Dooley (e-sign)

Date: March 19, 2026

Adopted: February 5, 2026

MEMORANDUM OF UNDERSTANDING
MASTER CRIME INSURANCE PROGRAM

This Memorandum of Understanding (hereinafter "Memorandum") is entered into by and between Public Risk Innovation, Solutions, and Management (hereinafter referred to as "PRISM") and the participating entities (hereinafter "Members") who are signatories to this Memorandum.

1. CREATION AND PURPOSE OF THE PROGRAM. There is hereby created by this Memorandum the Master Crime Insurance Program (hereafter "Program"). The purpose of the Program is to provide participating Members with group purchase and coverage for illegal acts committed by employees while on the job, as more fully described in the applicable coverage documents.

2. JOINT POWERS AGREEMENT. Each participating member of the Program shall have executed the Joint Powers Agreement Creating Public Risk Innovation, Solutions, and Management (hereinafter referred to as "Agreement"). Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Agreement, and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.

3. GOVERNANCE AND PROGRAM OVERSIGHT

The Executive Committee of PRISM (hereafter "Committee") shall have full authority over all matters affecting the Program, including but not limited to:

a. Approval of new members;
b. Program structure and participation requirements;
c. Premium and rate setting;
d. Retention levels, limits, and reinsurance;
e. Underwriting standards; and
f. Policies regarding withdrawal and cancellation

4. PROGRAM PARTICIPATION AND MEMBERSHIP

a. Participation in the Program is voluntary and subject to approval by PRISM in accordance with the Agreement and Program underwriting guidelines.
b. A Member approved for participation shall remain in the Program until withdrawal or cancellation in accordance with the Agreement and this Memorandum.
c. PRISM may establish eligibility criteria, including but not limited to training, and compliance with applicable laws and standards.

5. ANNUAL PREMIUM

In accordance with Article 14(b)(2) of the Agreement, participating Members shall be assessed an annual premium for the purpose of funding the Program. Annual rates/premiums will be established by the Committee in consultation with the carrier, actuaries and/or other consultants.

6. COST ALLOCATION

Each Member's share of the annual premium shall be determined pursuant to a Committee-approved cost allocation methodology, which may consider factors such as exposure, size, loss experience, and other risk characteristics. The cost allocation methodology may be amended from time to time by action of the Committee.

7. COVERAGE DOCUMENTS

PRISM shall issue applicable coverage documents evidencing a Member's participation in the Program and setting forth the specific terms, conditions, limits, retentions, exclusions, and endorsements applicable to the coverage.

8. CLAIMS AND INCIDENT REPORTING

a. Members shall comply with all incident reporting, claims reporting, and cooperation requirements established by PRISM and/or the carrier, and as set forth in the coverage documents.
b. Members shall promptly notify PRISM of any known or suspected incident that may give rise to a claim under the Program.
c. Failure to comply with these reporting requirements could adversely impact coverage.

9. CLAIMS ADMINISTRATION

Claims administration services shall be provided by the insurance carrier(s) and/or their assignee.

10. WITHDRAWAL AND CANCELLATION

Withdrawal or cancellation from the Program shall be governed by Articles 20 and 21 of the Agreement, subject to policy provisions and any additional Program-specific requirements adopted by the Committee.

11. LATE PAYMENTS

Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any Member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

12. DISPUTE RESOLUTION

Any question or dispute with respect to the rights and obligations of the parties to this Memorandum regarding coverage shall be determined in accordance with the Agreement Article 31, Dispute Resolution.

13. AMENDMENT

This Memorandum may be amended by a majority vote of the Executive Committee and signature on the Memorandum by the Member's designated representative who shall have authority to execute this Memorandum. Should a Member of the Program fail to execute any amendment to this Memorandum within the time provided by the Executive Committee, the Member will be deemed to have withdrawn at the following renewal.

14. COMPLETE AGREEMENT
Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.

15. SEVERABILITY
If any provision of this Memorandum is judicially determined to be void or unenforceable, such determination shall not affect the validity of the remaining provisions.

16. EFFECTIVE DATE
This Memorandum shall become effective on the effective date of coverage for the Member and upon approval by the Executive Committee of any amendment, whichever is later.

17. EXECUTION IN COUNTERPARTS
This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the dates set forth below.

PRISM:
Dated: 7/1/2026

Signature: _____
Printed Name & Title: Gina Dean, CEO
Public Risk Innovation, Solutions, and Management

Member:
Dated: _____

Signature: _____
Printed Name & Title: _____
Member Entity: _____

APPROVED AS TO FORM
Office of County Counsel

By: Jason M. Dooley (e-sign)

Date: March 19, 2026

Adopted: February 5, 2026

MEMORANDUM OF UNDERSTANDING
POLLUTION LIABILITY INSURANCE PROGRAM

This Memorandum of Understanding (hereinafter "Memorandum") is entered into by and between Public Risk Innovation, Solutions, and Management (hereinafter referred to as "PRISM") and the participating entities (hereinafter "Members") who are signatories to this Memorandum.

1. CREATION AND PURPOSE OF THE PROGRAM. There is hereby created by this Memorandum the Pollution Liability Insurance Program (hereafter "Program"). The purpose of the Program is to provide participating Members with group purchase and coverage for bodily injury, property damage, and cleanup costs caused by pollution conditions at scheduled locations or arising from certain operations, as more fully described in the applicable coverage documents.

2. JOINT POWERS AGREEMENT. Each participating member of the Program shall have executed the Joint Powers Agreement Creating Public Risk Innovation, Solutions, and Management (hereinafter referred to as "Agreement"). Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Agreement, and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.

3. GOVERNANCE AND PROGRAM OVERSIGHT

The Executive Committee of PRISM (hereafter "Committee") shall have full authority over all matters affecting the Program, including but not limited to:

a. Approval of new members;
b. Program structure and participation requirements;
c. Premium and rate setting;
d. Retention levels, limits, and reinsurance;
e. Underwriting standards; and
f. Policies regarding withdrawal and cancellation

4. PROGRAM PARTICIPATION AND MEMBERSHIP

a. Participation in the Program is voluntary and subject to approval by PRISM in accordance with the Agreement and Program underwriting guidelines.
b. A Member approved for participation shall remain in the Program until withdrawal or cancellation in accordance with the Agreement and this Memorandum.
c. PRISM may establish eligibility criteria, including but not limited to training, and compliance with applicable laws and standards.

5. ANNUAL PREMIUM

In accordance with Article 14(b)(2) of the Agreement, participating Members shall be assessed an annual premium for the purpose of funding the Program. Annual rates/premiums will be established by the Committee in consultation with the carrier, actuaries and/or other consultants.

6. COST ALLOCATION

Each Member's share of the annual premium shall be determined pursuant to a Committee-approved cost allocation methodology, which may consider factors such as exposure, size, loss experience, and other risk characteristics. The cost allocation methodology may be amended from time to time by action of the Committee.

7. COVERAGE DOCUMENTS

PRISM shall issue applicable coverage documents evidencing a Member's participation in the Program and setting forth the specific terms, conditions, limits, retentions, exclusions, and endorsements applicable to the coverage.

8. CLAIMS AND INCIDENT REPORTING

a. Members shall comply with all incident reporting, claims reporting, and cooperation requirements established by PRISM and/or the carrier, and as set forth in the coverage documents.
b. Members shall promptly notify PRISM of any known or suspected incident that may give rise to a claim under the Program.
c. Failure to comply with these reporting requirements could adversely impact coverage.

9. CLAIMS ADMINISTRATION

Claims administration services shall be provided by the insurance carrier(s) and/or their assignee.

10. WITHDRAWAL AND CANCELLATION

Withdrawal or cancellation from the Program shall be governed by Articles 20 and 21 of the Agreement, subject to policy provisions and any additional Program-specific requirements adopted by the Committee.

11. LATE PAYMENTS

Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any Member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

12. DISPUTE RESOLUTION

Any question or dispute with respect to the rights and obligations of the parties to this Memorandum regarding coverage shall be determined in accordance with the Agreement Article 31, Dispute Resolution.

13. AMENDMENT

This Memorandum may be amended by a majority vote of the Executive Committee and signature on the Memorandum by the Member's designated representative who shall have authority to execute this Memorandum. Should a Member of the Program fail to execute any amendment to this Memorandum within the time provided by the Executive Committee, the Member will be deemed to have withdrawn at the following renewal.

14. COMPLETE AGREEMENT
Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.

15. SEVERABILITY
If any provision of this Memorandum is judicially determined to be void or unenforceable, such determination shall not affect the validity of the remaining provisions.

16. EFFECTIVE DATE
This Memorandum shall become effective on the effective date of coverage for the Member and upon approval by the Executive Committee of any amendment, whichever is later.

17. EXECUTION IN COUNTERPARTS
This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the dates set forth below.

PRISM:
Dated: 7/1/2026

Signature: Gina Dean
Printed Name & Title: Gina Dean, CEO
Public Risk Innovation, Solutions, and Management

Member:
Dated: _____

Signature: _____
Printed Name & Title: _____
Member Entity: _____

APPROVED AS TO FORM
Office of County Counsel

By: Jason M. Dooley (e-sign)

Date: March 19, 2026

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-851

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Melissa Moize - BOS Staff Aide

SUBJECT: Community Grants Funding Request for Various Nonprofit Organizations

RECOMMENDATION

Approve and authorize allocation of Board of Supervisors' District 5 community grant funds to the American Canyon Arts Foundation, the American Canyon Chamber of Commerce Foundation, Meet Me in the Street 2026, and Manila Munchies 2026 to provide support and community benefit. (Fiscal Impact: $4,700 Expense; Budgeted; General Fund; Discretionary)

BACKGROUND

The Board of Supervisors may allocate community grant funds for nonprofit support and community benefit.

The first is for the American Canyon Arts Foundation (ACAF) to fund an annual District 5 student art contest that provides an opportunity for students to gain recognition for their talents and support to pursue higher education. The amount of $1,500 of Board of Supervisors' District 5 community grant will be used to fund the contest.

The second is the American Canyon Chamber of Commerce Foundation to support their youth and workforce development programs. The amount of $1,000 of Board of Supervisors' District 5 community grant will be used to fund their programs such as Kids Commerce and their partnership to educate American Canyon High School seniors to prepare for the job market and learn how to start a business.

The third is Meet Me in the Street, the largest community event in American Canyon hosted by the American Canyon Chamber of Commerce. Held annually on the second Wednesday of June, July, August, and now September, this free event brings together thousands of community members to connect with businesses,

nonprofits, services, and each other. The amount of $1,250 of Board of Supervisors' District 5 community grant will be used to fund the 2026 Meet Me in the Street series of events.

The fourth is Manila Munchies, a community event that celebrates Filipino American History Month, highlighting Filipino cuisine, businesses, entertainment and more. Organized by the nonprofit Friendors, Inc., the event shares Filipino culture with the community. The amount of $950 of Board of Supervisors' District 5 community grant will be used to fund the 2026 Manila Munchies event.

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

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Board of Supervisors 1010000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Community benefit services/engagement
Is the general fund affected?	Yes
Future fiscal impact:	Community grants will continue to be budgeted in future fiscal years.
Consequences if not approved:	Members of the Board of Supervisors may not have the opportunity to offer financial support to community-based organizations doing important work that benefits the community members of their districts.
Additional Information	None.

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-852

TO: Board of Supervisors

FROM: Ryan J. Alsop - Chief Executive Officer

REPORT BY: Melissa Moize - BOS Staff Aide

SUBJECT: Out of State Travel Request

RECOMMENDATION

Approve out of state travel for Supervisor Belia Ramos to Washington, D.C. from May 15-20, 2026, as part of the Association of Bay Area Governments/Metropolitan Transportation Commission (ABAG/MTC) advocacy trip to meet with key federal congressional and agency leaders on housing and transportation issues. (No Fiscal Impact)

BACKGROUND

ABAG/MTC has invited their leadership to participate in their annual advocacy trip to Washington D.C. to meet with federal congressional and agency officials to lobby for funding and issues related to Bay Area housing and transportation. As ABAG President, Supervisor Ramos is a key part of the advocacy efforts. All travel expenses are paid by ABAG/MTC.

Requested Action: Approve out of state travel for Supervisor Belia Ramos to Washington, D.C. from May 15-20, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Supervisor Ramos will represent Napa County in her role as President of ABAG and an MTC Commissioner.
Is the general fund affected?	No

Future fiscal impact:	None.
Consequences if not approved:	Supervisor Ramos will not be able to participate and represent Napa County in her role as President of ABAG and MTC Commissioner.

ENVIRONMENTAL IMPACT

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

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-853

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Celeste Gonzalez, Management Analyst

SUBJECT: Approval of Out of State Travel for CEO Alsop & Supervisor Cottrell

RECOMMENDATION

Approve out of state travel for Chief Executive Officer Ryan J. Alsop to attend the California State Association of Counties Finance Corporation Board meeting from May 3-5, 2026; and Supervisor Anne Cottrell to attend the National Association of Counties Board Western Interstate Region Conference from May 5-8, 2026, both in Maui County, HI. (No Fiscal Impact).

BACKGROUND

The California State Association of Counties (CSAC) formed the CSAC Finance Corporation (CSAC-FC) in 1986 to provide broad array of finance, investment, insurance and public services to benefit California counties and related public agencies. Since its inception the CSAC-FC has grown to be the premier provider of a variety of cost-saving programs and services to counties and other local governments throughout California. CEO Alsop serves as an Executive Board Member and Treasurer of the CSAC-FC.

The CSAC-FC is holding its Spring Board meeting May 3-5, 2026, in Maui County, HI, in conjunction with the National Association of Counties Western Interstate Region (WIR) Conference. As an Executive Board Member and Treasurer for the CSAC-FC, CEO Alsop will attend the Spring Board meeting. The CSAC-FC is reimbursing airfare and covering all lodging and meal expenses. There is no cost to the County of Napa. Last year, the CSAC-FC held its Spring Board meeting in Napa.

The National Association of Counties (NACo) represents the interests of America's counties, serving as a powerful voice in federal policymaking and a vital part of our nation's intergovernmental system. At the heart of NACo's mission is a commitment to advancing county priorities, promoting innovative policies, nurturing leadership skills and building networks of knowledge and collaboration. Supervisor Cottrell serves as Chair of NACo's Resilient Counties Innovation Council. Additionally, she is the Napa County Board of Supervisors

appointed Delegate to the Rural County Representatives of California (RCRC), where she serves as an Executive Board Member, and Second Vice President.

NACo's WIR Conference will be held May 5-8, 2026, in Maui County, HI. As Chair of NACo's Resilient Counties Innovation Council, and as an Executive Board Member for the RCRC, Supervisor Cottrell will attend the WIR Conference. The RCRC is reimbursing airfare and covering all lodging and meal expenses. There is no cost to the County of Napa.

Requested Action: Approve out of state travel for Chief Executive Officer Ryan J. Alsop to attend the California State Association of Counties Finance Corporation Board Meeting, May 3-5, 2026, and approve out of state travel for Supervisor Anne Cottrell to attend the National Association of Counties Western Interstate Region Conference, May 5-8, 2026, both in Maui County, HI.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Board of Supervisors have discussed the County's involvement in the NACo and CSAC and decided on its importance to Napa County with the participation of County officials.
Is the general fund affected?	No
Future fiscal impact:	It is anticipated that the County will participate in future years and that the associated costs will be budgeted accordingly, if applicable.
Consequences if not approved:	The CEO and Supervisor would be unable to fulfill appointed CSAC-FC and NACo duties, and the County of Napa will not have representation at the WIR Conference.

ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-964

TO: Board of Supervisors

FROM: Ryan J. Alsop - County Executive Officer

REPORT BY: Leah Doyle-Stevens - BOS Staff Assistant II

SUBJECT: Out of State Travel Request

RECOMMENDATION

Approve out of state travel for Supervisor Anne Cottrell to Washington, D.C. from April 19-24, 2026 to conduct meetings on behalf of Napa County with key federal congressional and executive branch officials. (Fiscal Impact: $3,500 expense; General Fund; Budgeted; Discretionary)

BACKGROUND

Supervisor Cottrell will utilize this time to attend meetings with the congressional offices of federal representatives for Napa County and executive agency officials relevant to the County's existing and planned operations and outreach. Specifically, meetings will relate to funding and ongoing efforts related to wildfire resilience; industry resilience; California's insurance market; and efforts by the Environmental Protection Agency related to environmental sustainability in agriculture.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund - Board of Supervisors Department
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Supervisor Cottrell will take meetings related to sustainable funding and ongoing efforts related to wildfire resilience; industry resilience; and new efforts by the Environmental Protection Agency related to environmental sustainability in agriculture
Is the general fund affected?	Yes
Future fiscal impact:	None

Consequences if not approved:	The County of Napa will not have the opportunity to advocate for the region in face-to-face meetings with congressional offices and federal officials.

ENVIRONMENTAL IMPACT

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

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-333

TO: Board of Supervisors

FROM: John Tuteur, Registrar of Voters

REPORT BY: John Tuteur, Registrar of Voters

SUBJECT: Resolution authorizing Election Cybersecurity Reimbursement Contract with California Secretary of State

RECOMMENDATION

Adopt a Resolution and approve the Election Cybersecurity Reimbursement Contract with California Secretary of State in the amount of $143,325; authorization to Purchase a Capital Asset for a Battery Backup Redundancy device; approve a sole source waiver of competitive bidding; and approve a Budget Amendment with appropriation authority for Information Technology Services department. (Fiscal Impact: $143,325 Expense and Revenue; ITS Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Help America Vote Act (HAVA) provided Federal funds, Assistance Listing Number (ALN) 90.404, administered by the U.S. Election Assistance Commission (EAC) for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA. The California Secretary of State is delegated the responsibility for the administration of these funds, including setting up necessary procedures for allocation of those funds. Said procedures require the County to certify by resolution, the approval of contracts for distribution of said funds to Napa County. The proposed contract will provide $143,325 in funding for Napa County.

Information Technology Services has identified the following items as needed to enhance election security and recoverability: 1) battery backup and recovery for ITS locations at 1125 3rd St (Hall of Justice) and 1195 3rd St (Administration Building) totaling $76,700, of which $62,700 meets the County's capital asset threshold requirements and $14,000 consists of related equipment that does not meet capitalization thresholds; and 2) server memory expansion to increase recovery speed in the event of an adverse incident and to support

expanded security scanning and monitoring capabilities totaling $66,625, which consists of equipment below the capital asset threshold.

Sole Source Justification: Fakouri Electric has a standing contract to provide all service for ITS owned Uninterrupted Power Supply units in multiple data centers. They retain proprietary maintenance schedule knowledge which is critical to our ongoing ability to safeguard data center equipment and business. For compatibility with existing equipment and consistency in service, Napa County needs retain Fakouri Electric.

This resolution and funding agreement will accept $143,325 in a Federal grant contract to enhance election technology as outlined above. Approval of corresponding budget amendment is also requested.

Requested Actions:

1. Adopt a Resolution and authorize the Election Cybersecurity Reimbursement Contract with California Secretary of State; and

2. Authorize the purchase of a Battery Backup Redundancy device, a capital asset, in the amount of $62,700 and approve a waiver of competitive bidding requirements and sole source award to Fakouri Electric.

3. Approve a Budget Amendment for the following:

Increase appropriations for computer related equipment and accessories in the amount of $80,625, (Fund 4200, Subdivision 4200010, account 53410);

Increase appropriations for a battery backup redundancy capital asset in the amount of $62,700, (Fund 4200, Subdivision 4200010, account 55400);

Increase Federal Revenue of $143,325 (Fund 4200, Org 4200010, account 43890).

[4/5 Vote Required]

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Security improvements are needed for the Elections Division, and Federal reimbursement grant funds are available.
Is the general fund affected?	No
Future fiscal impact:	None, this is a one-time funding grant.
Consequences if not approved:	County of Napa would not receive $143,325 for election security and improvements.

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 BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, APPROVING A CONTRACT WITH THE CALIFORNIA SECRETARY OF STATE FOR VOTER CYBERSECURITY IMPROVEMENTS UNDER SECTIONS 101, 103 AND 104 OF THE FEDERAL HELP AMERICA VOTE ACT

WHEREAS, the Help America Vote Act (HAVA) provided Federal funds, CFDA Number 90.404, administered by the U.S. Election Assistance Commission (EAC) for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA; and

WHEREAS, the California Secretary of State has been delegated the responsibility for the administration of these funds, including setting up necessary procedures for allocation of those funds; and

WHEREAS, said procedures established by the California Secretary of State require the County to certify by resolution, the approval of contracts for distribution of said funds to Napa County.

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

1. The Board authorizes the filing and execution of a contract for financial assistance for the purpose of improving voter cybersecurity as provided by the EAC pursuant to Sections 101, 103 and 104 of HAVA.

2. The Board hereby approves said contract, attached to this Resolution as Exhibit A, and authorizes the Chair to sign it.

3. The Board certifies that the County, through its Registrar of Voters, understands the terms of said contract, including the assurances and certifications therein.

4. The Board appoints the Assessor-Recorder-County Clerk ex-officio Registrar of Voters as agent to conduct all negotiations, execute and submit all documents, other than the initial contract or any amendments thereto, including but not limited to applications, payment requests and other documentation, which may be necessary for the execution of the duties and responsibilities under Sections 101, 103 and 104 of the Help America Vote Act.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of the Napa County, State of California, at a regular meeting of the Board held on the day of , 2026 by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: February 11, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-880

TO: Board of Supervisors

FROM: John Tuteur, Registrar of Voters

REPORT BY: John Tuteur, Registrar of Voters

SUBJECT: Approve and authorize Agreement No. 260334B with Liberty Vote USA for election support through June 30, 2032.

RECOMMENDATION

Approve and authorize Agreement No. 260334B with Liberty Vote USA for election support through June 30, 2032. (Fiscal Impact: $1,199,468 Expense; General Fund; Budgeted; Mandatory)

BACKGROUND

The United States Constitution, the California Constitution and Federal and State statutes and regulations require local governments to conduct Federal and State elections. Napa County's Assessor-Recorder-County Clerk ex officio Registrar of Voters is the election official who carries out this mandate. To conduct Federal and State elections the local election official must use a voting system certified by Federal and State agencies.

Napa County has conducted successful elections using certified voting systems from Liberty Vote USA and its predecessor corporate entities since 1976. The County approved an amendment in May 2025 that extended the term of the existing Dominion agreement to 2032. In October 2025 Liberty Vote USA acquired Dominion. That acquisition did not impact Federal or State certification of the voting system. Liberty Vote USA kept the same staff who support the voting system and the 39 California Registrars of Voters who use the system. The Napa County Auditor-Controller has asked that this new agreement be approved to recognize the change in ownership of the corporate entity.

Under Agreement No. 260334B Liberty Vote USA will provide Napa County with an upgraded, certified voting system for 7 statewide elections between June 2, 2026, and March 2, 2032. The average annual cost of these services is $ 171,353. The total cost for 7 statewide elections is $1,199,468.

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

Special Training: The requested product is one with which staff have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.)

Requested Action: Approve and authorize Agreement No. 260334B with Liberty Vote USA for election support through June 30, 2032.

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

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

AGREEMENT NO. 260334B
MANAGED SERVICES AGREEMENT
BY AND BETWEEN LIBERTY VOTE USA INC. AND NAPA COUNTY, CA

This Managed Services Agreement (the "Agreement"), dated February __, 2026, is made between Napa County, CA (the "Customer"), and Liberty Vote USA Inc., a corporation organized under the laws of the State of Delaware ("Liberty Vote") whose business address is 410 17th Street, Suite 850, Denver, Colorado 80202. This Agreement may refer to Liberty Vote and the Customer as the "Parties," or may refer to Liberty Vote or the Customer individually as a "Party."

WHEREAS, on July 1, 2018, Customer entered into an agreement with Dominion Voting Systems, Inc., a corporation organized under the laws of the State of Delaware ("Dominion"), 1201 18th St, Ste 210 Denver, Co. 80202-1421, Agreement No. 190125B for County's purchase of voting system services, licenses and related solutions; and

WHEREAS, on May 28, 2025, Customer and Dominion entered into Amendment No.1 to Agreement No. 190125B, extending the term of Agreement No. 190125B to June 30, 2032; and

WHEREAS, Customer, through its Registrar of Voters, was thereafter notified that Dominion Voting was acquired by Liberty Vote; and

WHEREAS, the Customer desires to continue its use of voting system services, and software use licenses; and

WHEREAS, Liberty Vote designs, manufactures, licenses, and provides services for its voting systems; and

WHEREAS, the parties would like to terminate Agreement No. 19012B and enter into a new agreement for the continued provision of voting system services, licenses and related solutions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Liberty Vote agrees to license and furnish the System (as defined herein) to the Customer.

1. **Composition of Agreement.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement. This Agreement consists of the general terms and conditions contained in the following sections, together with the listed Exhibits:

   Exhibit A: Pricing Summary and Deliverables Description

   Exhibit B: Software License and Hardware Warranty Terms

   Exhibit C: Insurance

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:

   2.1. "Acceptance" and variations thereof, means the successful completion by the Customer

of the acceptance testing performed on each component of Liberty Vote Hardware and Software, after delivery in accordance with testing criteria developed and agreed to by the parties, or the occurrence of other events defined in Section 8.

2.2. "Confidential Information" means those materials, documents, data, and technical information, specifications, business information, customer information, or other information that a Party (the "Disclosing Party") maintains as trade secrets or confidential and which are disclosed to another Party (the "Receiving Party") in tangible form marked as "confidential," or with words having similar meaning, which includes without limitation, Liberty Vote Software and associated documentation.

2.3. "Liberty Vote Hardware" means the ImageCast® system hardware as more specifically described in Exhibit A.

2.4. "Liberty Vote Software" means software programs licensed by Liberty Vote and any associated documentation as more specifically described in Exhibit A.

2.5. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Liberty Vote Software as used in conjunction with the Liberty Vote Hardware.

2.6. "License" has the meaning set forth in Section 7.

2.7. "System" means the combination of Liberty Vote Software, Liberty Vote Hardware and EMS Hardware.

2.8. "Third Party Software" means manufacturer supplied software, or firmware owned by third parties, which Liberty Vote provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, report writing subroutines, and firmware.

3. **Term of Agreement.** To ensure there is no lapse in service or payment for services, the Parties intend that the Term of this Agreement shall begin on May 28, 2025 ("Effective Date") and shall continue until June 30, 2032, unless sooner terminated or extended as provided herein.

4. **Liberty Vote's Responsibilities.** Liberty Vote shall:

4.1. Deliver the System and services as described in Exhibit A - Pricing and Payment Summary and Deliverables Description.

4.2. Provide the Customer with the Liberty Vote Software use License and related warranties as described in Exhibit B - Software License and Hardware Warranty Terms.

4.3. Provide the Customer with the Liberty Vote Hardware Warranty as described in Exhibit B - Software License and Hardware Warranty Terms.

4.4. Assign a Liberty Vote project manager ("Liberty Vote Project Manager") to oversee the general operations of the project. The Liberty Vote Project Manager will be the primary contact for the project. The Liberty Vote Project Manager will be responsible for all services including, resource planning and coordination, product delivery, issue resolution and for all administrative matters such as invoices and payments.

4.5. Provide the Customer with reproducible electronic copies of the user documentation.

4.6. Assist in the Acceptance Testing process as required by Section 9 herein.

4.7. Provide invoices to Customer according to the payment schedule listed in Exhibit A and pursuant to the payment schedule described in Section 5.1 herein.

5. Customer's Responsibilities. Customer shall:

5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Liberty Vote invoice. Payments specified in this Section 5 are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Liberty Vote a tax exemption certificate or other similar in a form demonstrating its exempt status upon request.

5.2. Assign a Customer project manager ("Customer Project Manager"), who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. The Customer Project Manager shall be empowered to make decisions on behalf of the Customer with respect to the work being performed under this Agreement. The Customer Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.

5.3. Conduct Acceptance testing process as required by Section 9.

5.4. Provide reasonable access and entry into all Customer property required by Liberty Vote to perform the services described in this Agreement. All such access and entry shall be provided at Customer's expense.

5.5. Agree to use only commercial printers for all ballot printing and production that are qualified by Liberty Vote through Liberty Vote's Ballot Printer Qualification Program.

6. Title and Risk of Loss.

6.1. Title to the System. The System shall be provided by Liberty Vote to the Customer as part of the managed services described herein. Title to the System or any portion thereof, shall not pass to the Customer and shall remain with Liberty Vote.

6.2. Software. Software, including firmware, is licensed not sold. The original and any copies

of the Liberty Vote Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Liberty Vote, or any third party that owns such software.

6.3. Risk of Loss. Liberty Vote shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is delivered to Customer. Customer shall provide Liberty Vote with a single location for shipment and Liberty Vote shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Customer shall notify Liberty Vote of any loss or damage within ten business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper and shall cooperate in the processing of any claims made by Liberty Vote.

6.4. Insurance.

6.4.1. Customer shall, at its own expense, obtain and maintain property and casualty insurance for the Hardware and Liberty Vote Software against all risks of loss or damage. The amount of such insurance shall not be less than the replacement cost of the Hardware and Liberty Vote Software. All policies for such insurance shall (i) designate Liberty Vote as an additional insured and Liberty Vote and Customer as loss payees, as their interests may appear and (ii) contain a provision that entitles Liberty Vote to written notice prior to cancellation or modification of such insurance policy.

6.4.2. Prior to commencing the scope of services, Liberty Vote 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.

6.4.3. Liberty Vote shall require its subcontractors and any other entity or person providing services under this Agreement to comply with the Workers Compensation, General Liability, and where applicable, the Cybersecurity Liability insurance requirements set forth in Exhibit C.

7. Software License and Use.

7.1. License. Upon mutual execution of this Agreement, Liberty Vote grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Liberty Vote Software subject to the terms and conditions of this Agreement and the Software License Terms attached hereto as Exhibit B.

7.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the third party license Agreements by Customer's first use of the System.

8. Warranties.

8.1. Liberty Vote Software Warranty. The Liberty Vote Software warranty is subject to the terms of Exhibit B - Software License and Hardware Warranty Terms.

8.2. Liberty Vote Hardware Warranty Terms. The Liberty Vote Hardware Warranty is subject to the terms of Exhibit B - Software License and Hardware Warranty Terms.

8.3. Third Party Products. The warranties in this Sections 8 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Liberty Vote shall pass through to Customer all warranties such manufacturers make to Liberty Vote regarding the operation of third party products.

9. Acceptance.

9.1. Liberty Vote Software or Liberty Vote Hardware Testing. After delivery of Liberty Vote Software or Hardware, the Customer will conduct Acceptance testing of such units, in accordance with the Acceptance criteria developed and mutually agreed to by the Parties. Acceptance testing shall occur no later than ten business days after delivery.

9.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsections 9.1, upon completing the installation of the System, the Customer will conduct system acceptance testing, according to the Acceptance test procedures developed and updated, from time to time, by Liberty Vote. Such Acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten business days after installation of the System.

9.3. Acceptance/Rejection. After testing, if the Liberty Vote Software or Hardware does not conform to user documentation or the Acceptance testing criteria, Customer will notify Liberty Vote in writing within five (5) business days. Liberty Vote will, at its own expense, repair or replace the rejected Liberty Vote Software or Hardware within thirty (30) days after receipt of Customer's notice of deficiency. The foregoing procedure will be repeated until Customer finally accepts or rejects the Liberty Vote Software, or Hardware in writing in its sole discretion.

10. Force Majeure. Should any circumstances beyond the control of either Party occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disasters; pandemic; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of the Parties. Neither Party shall be liable under this Agreement for any loss or damage to the other Party due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use commercially reasonable efforts to minimize the adverse

consequences of such circumstances. This Section shall not operate to excuse any Party from paying amounts owed pursuant to this Agreement.

11. **Indemnification.** Liberty Vote agrees to indemnify, defend and save harmless Customer, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Liberty Vote or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement.

12. **Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, LIBERTY VOTE'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **Confidential Information.**

13.1. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations and each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information. Any specific information that Liberty Vote claims to be confidential must be clearly marked or identified as such by Liberty Vote. To the extent consistent with PRL, Customer shall maintain the confidentiality of all such information marked by Liberty Vote as confidential.

13.2. Subject to the requirements of the Customer's public record laws ("PRL"), neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court. If a request is made to view such Confidential Information, Customer will notify Liberty Vote of such request and the date the information will be released to the requestor unless Liberty Vote obtains a court order enjoining such disclosure. If Liberty Vote fails to

obtain such court order enjoining such disclosure, the Customer will release the requested information on the date specified. Such release shall be deemed to have been made with Liberty Vote's consent and shall not be deemed to be a violation of law or this Agreement.

14. **Assignment.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, providing however that Liberty Vote may assign the proceeds of this Agreement to a financial institution without prior consent of the Customer but with written notice to Customer.

15. **Termination.** In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and a providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may serve written notice upon the violating Party of termination, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable good faith diligence to cure the breach as soon as practicable.

16. **Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

17. **Survival.** The provisions of Sections 2, 10, 11, 12, 13, 16, 18, and 19 shall survive the expiration or termination of this Agreement.

18. **Choice of Law.** Interpretation of this Agreement shall be governed by the laws of the State of California, and the courts of competent jurisdiction located in the Customer's State will have jurisdiction to hear and determine questions relating to this Agreement.

19. **Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

20. **Third-Party Beneficiary**. No person shall be a third-party beneficiary pursuant to this Agreement. No obligation of Liberty Vote or Customer may be enforced against Liberty Vote or Customer, as applicable, by any person not a party to this Agreement.

21. **Independent Contractor.** Liberty Vote and its agents and employees are independent contractors performing professional services for the Customer and are not employees of the

Customer. Liberty Vote and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of the Customer as a result of this Agreement. Liberty Vote acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

22. **Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Liberty Vote and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Liberty Vote, and incorporated as an Addendum hereto.

23. **Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, e-mail, addressed to the intended recipient as follows:

If to Liberty Vote:

Liberty Vote USA Inc.
Attn: Contracts Administrator
PO Box 40005
Denver, CO 80204
E-mail: contracts@Liberty Votevoting.com

If to the customer

Napa County, CA:
Attn: John Tuteur, Registrar of Voters
1125 3rd Street, First Floor
Napa, CA 94559
e-mail: john.tuteur@countyofnapa.org

24. **Supersede**: This Agreement supersedes Agreement No. 190125B and its amendments, which are terminated with the Effective Date of this Agreement.

Signatures on following page.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

LIBERTY VOTE USA INC.

AUTHORIZED SIGNATURE

Lindsey Kurtz
PRINTED NAME

General Counsel
TITLE

3/9/2026
DATE

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: 3/4/26	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date:_____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

VOTING SYSTEM AND MANAGED SERVICES AGREEMENT BY AND BETWEEN LIBERTY VOTE USA INC. AND NAPA COUNTY, CA

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. **Pricing and Deliverables Summary.** Any other services, consumables, products, or differing quantities not specifically identified in this Agreement may be available for purchase by the Customer at the current list price, subject to availability. System components are subject to change dependent upon availability. An equivalent or superior component model, certified for use by the Customer's state, may be substituted by Liberty Vote.

DESCRIPTION	QTY
In-Person Voting: Polling Location Hardware	
ImageCast® X – BMD (Ballot Marking Device Printer Kit - HP4001 + Extender Tray)	70
ImageCast® X Voter Activation Stations	14
ImageCast® X Voting Smart Cards	50
ImageCast® X Pollworker Smart Cards	15
8GB USB Flash Drive	5
UPS SMT 1500 980 watts, input 120/output 120, interface DD-9RS-232	13
Mobile Ballot Printing (MBP) System with Oki Data C331DN Printer Kit	11
Mobile Ballot Printing (MBP) System with Lexmark 730 Printer Kit	1
Central Scanning: Absentee / Vote By Mail Hardware	
Workstation - Precision	2
ImageCast Central Scanner Kits	2
Accessories & Consumables	
Transport Bag Kit - 1 BMD Printer & 1 Ext Tray Sleeve	70
Audio Tactile Interface Kit (ATI) - ICX - USB	70
ImageCast Voting Booth - Standard	70
Image Drum, black & color	2
Toner Cartridge, Black, Cyan, Magenta, Yellow	4
Image Cast X Classic Voter Activation Cards	100
Election Management Hardware	
Election Management System (EMS) Standard Server Kit	2

EMS Client Workstation Kit	3
EMS Adjudication Workstation Kit	2
Network Cables CAT6 UTP Patch Cables (12 Units)	1
EMS Report Printer	1
Digi Connect LTS 16 port	1
Support Services and Training	
On-Site Services - Non-Election Day (/day)	7
System Acceptance Testing Training (provided before First Amendment Effective Date)	1
ICX Operator Training (provided prior to First Amendment Effective Date)	1
Pollworker Train the Trainer (provided prior to Effective Date)	1
Ballot Setup (7 elections, 2026 Primary & General, 2028 - Primary & General, 2030 – Primary & General, 2032 – Primary	7
On-Site Election Day Technical Support (7 elections Primary & General, 2028 -Primary & General, 2030 – Primary & General, 2032 – Primary, Arrive Monday afternoon, on-site Tuesday, Depart Wednesday morning)	7
On-Site Non-Election Day Support, 14 days - Saturday & Sunday before election Support begins for Primary & General 2028, Primary & General 2030, Primary 2032	14
On-Site 1 Non Election Day Service 2025 (Installation)	1
Software Licenses and Hardware Warranties	
Democracy Suite Software License	1
ImageCast Adjudication Software License	1
Mobile Ballot Printing Software License	1
ImageCast Remote UOCAVA/RAVBM Application	1
ImageCast X Software/Firmware License	70
Mobile Ballot Printer Warranty	12
ImageCast X Warranty	70

1.1 **Pricing Summary**. The Customer has selected the managed services option, instead of an outright purchase.

1.2 **Payment Summary**. The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Liberty Vote invoice. All payments shall be made is in U.S. Dollars. Prices include shipping.

1.3

Year	Period Beginning	Period Ending	Invoice Date	Amount	Tax Amount	Total
1	07/01/2025	06/30/2026	07/01/2025	$148,092.56	$8,159.07	$156,251.63

2	07/01/2026	06/30/2027	07/01/2026	$152,534.94	$8,503.35	$161,038.29
3	07/01/2027	06/30/2028	07/01/2027	$157,111.40	$8,858.03	$165,969.43
4	07/01/2028	06/30/2029	07/01/2028	$161,824.58	$9,223.30	$171,047.88
5	07/01/2029	06/30/2030	07/01/2029	$166,678.78	$9,599.50	$176,278.28
6	07/01/2030	06/30/2031	07/01/2030	$171,679.34	$9,987.04	$181,666.38
7	07/01/2031	06/30/2032	07/01/2031	$176,829.58	$10,386.18	$187,215.76

2. Product Description

2.1 ***Product description***

• Election Definition Setup. Election setup services and support for the election database creation and ballot review. Ballot definition services will be provided in English and Spanish only and will include the following: Democracy Suite Election project setup, including Ballot PDF artwork, provide audio setup for audio voting using a synthesizer. Any outside recording charges would be at the Customer's expense. Any additional languages requested by Customer will be provided at the Customer's expense. o For election definition setup services as described herein, the Customer shall review and approve or identify issues to all Liberty Vote deliverables related to such service within two (2) business days of receipt by the Customer. In the event the Customer discovers an issue, it shall provide written notice to Liberty Vote immediately following the discovery of any issue and Liberty Vote shall rectify the issue at no additional cost to the Customer. In the event the Customer approves the deliverable and subsequent to such approval, request that a change be made to the deliverable, then Liberty Vote may provide the change at an additional cost based upon Liberty Vote's then current published service rates.
EMS Client Workstation Kit.

2.2 ***Ongoing telephone support.*** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

2.3 ***Travel and Expenses included.*** All costs of Liberty Vote transportation, lodging and meal expenses are included during the Agreement Term.

2.4 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Liberty Vote list price.

EXHIBIT B
SOFTWARE LICENSE AND HARDWARE WARRANTY TERMS

1. Definitions.

1.1. "Hardware" means the ImageCast® system defined in the Agreement.

1.2. "Party" or "Parties" refer to Liberty Vote and Customer, individually or collectively.

1.3. "Software" means the Democracy Suite® and ImageCast® software licensed by Liberty Vote hereunder, in object code form, including related documentation provide to the Customer.

1.4. "Specifications" means descriptions and data regarding the features, functions and performance of the Software and Hardware, as set forth in user manuals or other applicable documentation provided by Liberty Vote.

2. License.

2.1. License to Software. Subject to the terms herein and subject to payment by the Customer of the License fees as described in the Agreement, Liberty Vote grants Customer a non-exclusive, non-transferrable license to use the Software solely for the Customer's own internal business purposes and solely in conjunction with the Software and Hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed.

2.2. Third-Party Products. When applicable, Liberty Vote agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Customer for use during the Term. This sublicense is conditioned on Customer's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.

2.3. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Liberty Vote grants no licenses, expressly or by implication, and (b) Liberty Vote's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Liberty Vote to Customer or any third party. Without limiting the foregoing sentence, Customer agrees not to use the Software as a service bureau for elections outside the Customer's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Software. The Customer shall have no power to transfer or grant sub-licenses for the Software. Any use of the Software not expressly permitted by the terms of this Agreement is strictly prohibited.

3. Upgrades and Certification. During the Term, Liberty Vote shall provide upgrades to Customer under the following conditions.

3.1. Upgrades. In the event that Liberty Vote, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the Customer's State, Liberty Vote shall make the certified Software upgrade available to the Customer at no additional cost.

3.2. Certification Requirement. Notwithstanding any other terms herein, Liberty Vote shall not provide, and shall not be obligated to provide, any upgrade or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Customer's State.

4. Prohibited Acts. The Customer shall not, without the prior written permission of Liberty Vote:

4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

4.3. Alter or modify the Software or copyright notices in any way or prepare any derivative works of the Software or any part of parts of the Software;

4.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software;

4.5. Provide or transfer any Software or System component to any third party unless explicitly authorized in writing by Liberty Vote. Providing or transferring any Software or Hardware to any third party shall be considered a breach of the Agreement and Software License.

5. Return of Software. Upon termination or expiration of this Agreement, Customer shall (i) forthwith return to Liberty Vote all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Liberty Vote that it has been destroyed.

6. Warranties. The following warranties shall apply.

6.1. Software Warranty Terms. Liberty Vote warrants that the Software will function substantially in accordance with the Specification during the Term. The Liberty Vote also warrants that the Software shall comply with the Customer's State certification requirements and election laws (collectively the "Requirements") in effect as of the date the Software is certified by the Customer's State. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 3 herein. However, Liberty Vote will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Liberty Vote or (ii) having been used by the Customer for purposes other than those for which the Software was designed by Liberty Vote. If Liberty Vote establishes that the reported material failure is not covered by the foregoing warranty, the Customer shall be responsible for the costs of Liberty Vote's investigative work at Liberty Vote's then current rates.

6.1.1. Corrections. If the Customer believes that the Software is not functioning substantially in accordance with the Specifications or Requirements, the Customer shall provide Liberty Vote with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Customer can reproduce the material failure to Liberty Vote. Liberty Vote shall correct the

deficiencies, at no additional cost and incorporate such corrections into the next version certified by the Customer's State.

6.1.2. Third-Party Software. The warranties herein do not apply to any Third-Party Software. However, to the extent permitted by the manufacturers of Third-Party Software, Liberty Vote shall pass through to Customer all warranties from the manufacturers regarding the operation of such Third-Party Software.

6.3. Hardware Warranty Terms. Liberty Vote warrants that when used with the hardware and software configuration purchased through or approved by Liberty Vote, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with its Specifications. The Hardware Warranty shall remain in effect until one year after Hardware acceptance.

6.4. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Liberty Vote shall provide a replacement for the Hardware component or, at Liberty Vote's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Software and with third party products approved by Liberty Vote for use with the Hardware. The following conditions apply to the Hardware warranty:

6.4.1. Customer shall bear the shipping costs to return the malfunctioning Hardware component to Liberty Vote, and Liberty Vote shall bear the costs for shipping the repaired or replaced Hardware component to Customer.

6.4.2. The following services are not covered by this Agreement, but may be available at Liberty Vote's current time and material rates:

6.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, toner, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

6.4.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper use;

6.4.2.3. Repair or replacement of Hardware modified by any person other than those authorized in writing by Liberty Vote;

6.4.2.4. Repair or replacement of Hardware from which the serial numbers have been removed, defaced or changed.

6.4.3 Customer is not authorized to provide or transfer any Hardware or System component to a third party unless explicitly authorized in writing by Liberty Vote. Providing or transferring Hardware will void the terms of the Warranty and shall be considered a breach to the Agreement.

6.5. No Other Warranties. LIBERTY VOTE DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Liberty Vote ("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 Customer's ("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.2.4. Cyber Liability Insurance. Consultant shall maintain Cyber liability insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Liberty Vote in this Agreement and shall include, but not be limited to, claims involving security breach, system

failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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

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

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

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

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

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

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

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-410

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. 2603294B with On The Move, Inc. (Transitional Housing Program and Housing Navigation and Maintenance Program)

RECOMMENDATION

Approve and authorize Agreement No. 2603294B with On The Move, Inc., for a contract maximum of $104,891 for the term upon approval through June 30, 2028, for the administration of the Transitional Housing Program Round 7 and the Housing Navigation and Maintenance Program Round 4 grant allocations from the California Department of Housing and Community Development. (Fiscal Impact: $104,891 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 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 awarded from HCD.

Requested action:

Approve and authorize Agreement No. 2603294B with On The Move, Inc., for a contract maximum of $104,891 for the term upon approval through June 30, 2028, for the administration of the Transitional Housing Program Round 7 and the Housing Navigation and Maintenance Program Round 4 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.
Additional Information	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 2603294B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the __ of _____ 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **ON THE MOVE**, whose mailing address is 780 Lincoln Ave., 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 _____ **AMBER MANFREE, 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 **JOHN WAY** Director of Finance and Operations

Maximum Amount of this Agreement: $104,891 per fiscal year Term Expires: June 30, 2027 Automatic renewal of term is modified.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: Douglas Parker (via e-sign) Date: March 27 ,2026

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260204B

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: 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 25-TAY-18801.

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. 260068B

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 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

> The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, until the final renewal period, which concludes on **June 30, 2028,** under the same terms and conditions, 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
Upon approval through June 30, 2027
(and each subsequent automatic renewal, terminating no later than June 30, 2028)

I. BACKGROUND

Pursuant to the Housing Navigation and Maintenance Program (HNMP) item 2240-102-0001 of Section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.7 (commencing with Section 50807) and the Transitional Housing Program (THP) item 2240-103-0001 of Section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.8 (commencing with Section 50811) 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 support of housing navigators and housing stability to help youth who are 18 - 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 currently or formerly in the foster care or probation systems.

II. SERVICES

CONTRACTOR shall provide the following services with priority given to youth who are 18-24 years of age inclusive (meaning starting at their 18th birthday until their 25th birthday, 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 and 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 with 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 Continuum of Care (CoC) programs.
   - Actively communicating with youth support systems including ongoing communication with Social Workers (SW) and/or Case Workers (CW); and
   - Participation in Napa CoC in order 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; 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 young adults 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 who serve nonminor dependents. The training shall address:
        a. 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. The training shall also address how to access and receive a referral to existing housing resources; and
        c. The SW and Probation officer's 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 the 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 the 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 THP and HNMP reporting requirements, to include, but not limited to the following:
   - The number of homeless youth served;
   - Description of how CWS identified and oversaw the housing navigators and the HNMP;
   - The number of current and former foster youth served;
   - The number of people served who are currently and formerly on probation;
   - The number of homeless youth who exited homelessness into temporary housing;
   - The number of youth who exited homelessness into permanent housing; and
   - Subpopulation data including;
     a. Number of participants that are employed;
     b. Number of participants that are students;
     c. Number of participants identified as LGBTQ+;
     d. Number of participants with a disability;
     e. Number of participants with their own minor children in the household;
     f. Average number of children per household including participants own child(ren); and
     g. 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 the 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 mutual 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 CWS 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
Upon approval through June 30, 2027
(and each subsequent automatic renewal, terminating no later than June 30, 2028)

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	$56,084
SUBTOTAL	**$66,613**
HOUSING NAVIGATION & MAINTENANCE PROGRAM (HNMP)	
Personnel Expenses 0.6 FTE	$33,285
Indirect Costs (calculated at 15%)	$4,993
SUBTOTAL	**$38,278**
TOTAL	**$104,891**

CONTRACTOR agrees that all funds shall be used to help youth who are 18-24 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, or any other auditor. 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 and name of youth receiving service and copy of assistance payment.

MAXIMUM CONTRACT PAYMENTS SHALL NOT EXCEED $104,891.00.

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.

(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.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-859

TO: Board of Supervisors

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

REPORT BY: Suzanne Fowler - Staff Services Analyst

SUBJECT: Napa Sanitation District, Support Services Agreement No. 260346B

RECOMMENDATION

Approve and authorize Agreement No. 260346B with Napa Sanitation District to provide support services at cost. (Fiscal Impact: $540,000 Revenue; ITS Fund; Budgeted; Discretionary)

BACKGROUND

The Napa Sanitation District ("NapaSan") is an independent jurisdiction that has, for many years, contracted with Napa County ("County") for the provision of support services, including, but not limited to, telecommunications, mail, and information technology services. This agreement was recently reviewed and revised by NapaSan and County ITS staff to reflect current service levels and operational requirements, and such revised agreement was approved by the Agency on April 1, 2026. The term of the Agreement extends through June 30, 2031, and includes delegated authority to the County's Chief Executive Officer to extend the term on behalf of the County for an additional five (5) year term should both parties desire to extend the support services agreement, subject to the mutual written consent of both parties.

The County and NapaSan have entered into agreements for the provision of such support services since 2007 and now desire to terminate the existing agreement (County Agreement No. 6898) and enter into a new agreement incorporating updated terms and conditions governing the provision of such services.

Requested Action: Approve and authorize Agreement No. 260346B with Napa County and NapaSan.

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	ITS Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Recover costs for administrative services provided.
Is the general fund affected?	No
Future fiscal impact:	Charges will be invoiced to NapaSan for services provided.
Consequences if not approved:	Entity would need to seek third-party service providers that aren't familiar with governmental operations.
Additional Information	Strategic Initiative: Providing Integrity & Collaboration

ENVIRONMENTAL IMPACT

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

NAPA COUNTY AGREEMENT NO. 260346B

NAPA SANTIATION DISTRICT AGREEMENT NO. 26-029

SUPPORT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this 14th day of April, 2026 ("Effective Date"), by and between NAPA COUNTY (hereinafter "County"), a political subdivision of the State of California, and NAPA SANITATION DISTRICT (hereinafter "District"), an independent special district.

RECITALS

WHEREAS, District is authorized to contract with any public agency for necessary personnel, facilities, and equipment to carry out and effect its functions and responsibilities; and

WHEREAS, District has need of specified services for its independent operations which County is willing and able to provide under the terms and conditions set forth hereinbelow; and

WHEREAS, County and District have entered into agreements for the provision of support services since 2007 and now desire to terminate the existing agreement (County Agreement No. 6898) and enter into a new agreement to provide updated terms and conditions.

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter expressed, the parties mutually agree as follows:

AGREEMENT

ARTICLE 1 – SCOPE OF SERVICES

County shall provide telecommunications, mail and information technology services, as described in Attachment A, to District subject to District abiding by County policies and procedures governing such services.

ARTICLE II – DURATION OF AGREEMENT

2.1 **Term.** This Agreement shall commence on the Effective Date and shall expire on June 30, 2031. The term of this Agreement may be extended for one additional 5-year extension in a writing signed by the District's General Manager and the County's Chief Executive Officer, provided that no other terms or conditions are being amended.

2.2 **Termination**. This Agreement may be terminated prior to the expiration date by either party providing the other party with sixty (60) days advance written notice.

ARTICLE III - COMPENSATION

3.1 **Amount of Compensation**. District shall pay County as follows:

(a) **Rates.** In consideration of County's fulfillment of the promised services and personnel, District shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County and its departments and divisions in providing these services in accordance with Attachment B of the Agreement.

(b) **Adjustment for District-Requested Services.**
District shall reimburse County for the actual costs (including time and materials, labor, and any incidental travel or transportation expenses) incurred by County in:

1. Implementing any new or additional services requested by District, and/or
2. Terminating, removing, or disengaging any existing services upon expiration or earlier termination of this Agreement.

Any such additions or removals shall be performed only if approved in writing by both the County Chief Executive Officer and the District General Manager, including written approval of the applicable reimbursement rates prior to commencement of work.

3.2 **Payment Process.** Reimbursement for the costs of services, related supplies, and authorized travel incurred by County under this Agreement shall be made only upon presentation by the performing County department or division to District of an itemized billing invoice in a form acceptable to the General Manager of District and to the Napa County Auditor which indicates, at a minimum, an itemization of the services provided, the costs of any District-requested travel, and any documentation relating to adjustments in maximum compensation authorized in the manner provided in Section 3.1 above. If the General Manager of District requires further information regarding the invoice, County shall make a good faith effort to provide such information, including documentation that the Executive Officer requests to justify the invoice charges. County shall submit such invoices quarterly to the General Manager of District who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten (10) working days of receipt, either approve or disapprove the invoice in light of such requirements. If the invoice is approved, the General Manager of District shall direct reimbursement be made by journal entry from the District operations fund to the account designated by the submitting County department or division as of the first day of the County fiscal year quarter immediately succeeding the quarter in which the services were rendered. Notwithstanding the foregoing, the final quarterly invoices for the fourth quarter reimbursement shall be submitted no later than the first working day following the close of the County fiscal year (June 30) and, if approved, shall be paid on or before July 15 of the next County fiscal year.

ARTICLE IV – INSURANCE

County shall maintain insurance coverage consistent with the County's program of self-insurance including: (a) comprehensive general liability; (b) comprehensive automobile liability; (c) directors and officers liability; (d) blanket fidelity and public official bonds; (e) workers' compensation; (f) property and related programs providing coverage for loss or damage to equipment and other personal property used in the course and scope of the functions of District; and (g) Master Crime.

ARTICLE V – INDEMNIFICATION

County and District shall each defend, indemnify and hold harmless each other as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement from any claims, loss or liability, including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.

ARTICLE VI – COMPLIANCE WITH LAWS

6.1 **Compliance with Laws**. In providing the services required by this Agreement, County shall observe and comply with all applicable federal, state and local laws, ordinances, codes, and regulations.

6.2 **Conflict of Interest; Statements of Economic Interest**. The parties to the Agreement acknowledge that they are aware of the provisions of the Government Code Section 1090 et seq., and Section 87100 et seq., relating to conflict of interest of public officers and employees. County hereby covenants that it presently has no interest, not disclosed to District and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as District may consent to in writing. The parties agree that employees assigned by County to provide services under this Agreement shall be deemed to be providing technical services so limited in scope as to not be required to file Statements of Economic Interest if such employees would not be required as "designated employees" under County's Conflict of Interest Code to file such statement if performing such services for County rather than Agency.

ARTICLE VII – GENERAL PROVISIONS

7.1 **Access to Records/Retention.** District shall have access to any books, documents, papers and records of County 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, County shall maintain all required records for seven (7) years after District makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with District in providing all necessary data in a timely and responsive manner to comply with all District reporting requirements.

7.2 **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, first class postage, prepaid; or by deposit in a sealed envelope in County's internal mail system, when available; or by electronic mail. Such notices shall be addressed as noted below, in accordance with the mode of communication selected or, where desired to be sent to a specific County department or division, at the address noted in the applicable Attachment. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by electronic mail shall be deemed received as of the recipient's next working day. Any notice sent by U.S. mail or County internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, whichever is earlier.

District	**County**
Mail: NapaSan General Manager 1515 Soscol Ferry Road Napa, CA 94558	Napa County Chief Executive Officer 1195 Third Street, Suite 310 Napa, CA 94559
E-Mail: napasan_admin@napasan.com	ceoadmin@countyofnapa.org

7.3 **Independent Contractor.** County shall perform this Agreement as an independent contractor. County and its officers, agents and employees are not, and shall not be deemed, District employees for any purpose, including workers' compensation and employee benefits. County shall determine, at its own risk and expense, the method and manner by which duties imposed on County in general and its officers, agents and employees in particular by this Agreement shall be performed. District shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

7.4 **Waiver.** 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.

7.5 **Assignments and Delegation.** Neither party may delegate its obligations hereunder, either in whole or in part, without the prior written consent of the other party; provided, however, that obligations undertaken by County pursuant to this Agreement may be carried out by means of subcontract, provided such subcontracts are approved in writing by District, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that District may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement. District may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

7.6 **Authority to Contract.** District and County each warrant hereby that they are respectively legally permitted and otherwise have the authority to enter into and perform this Agreement.

7.7 **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.

7.8 **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.

7.9 **Amendment/Modification.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Except where otherwise provided in this Agreement only District, through its Chair or, where permitted by law and District policy, through its General Manager, in the form of an amendment of this Agreement, may authorize extra or changed work if beyond the scope of services prescribed by this Agreement. Failure of County to secure such authorization in writing in advance of performing any such extra or changed work shall constitute a waiver of any and all rights to a corresponding adjustment in the reimbursement maximum or rates and no reimbursement shall be due and payable for such extra work.

7.10 **Interpretation.** The headings used herein are for reference. 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. The venue for any legal action filed by either party in state Court to enforce any provision of this Agreement shall be Napa County, California. The venue for any legal action filed by either side in federal court to enforce 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.

7.11 **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.

7.12 **Entire Agreement.** This Agreement contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the provision of administrative services under this Agreement.

7.13 **Agreement Execution.** The parties consent and agree that any electronic signature, as defined by Civil Code § 1633.2(h), affixed thereon shall have the full force and effect as a wet or manual signature. The parties also agree that this Agreement may be executed in counterparts, and all such counterparts shall together constitute one and the same Agreement.

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

"District":

By _____
Chair of the Board of Directors

ATTEST: Donell Mannor,
Clerk of the Board of Directors

APPROVED AS TO FORM:
District Legal Counsel

By Donell Mannor

By _____

"County":

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

By _____
AMBER MANFREE, Chair of the Board of Supervisors

ATTEST: NEHA HOSKINS,
Clerk of the Board of Supervisors

APPROVED BY THE BOARD
OF SUPERVISORS:

By _____

Date _____

APPROVED AS TO FORM:
Napa County Counsel

Processed by:

By Ryan FitzGerald

_____
Deputy Clerk of the Board

Project ID: 13115334

ATTACHMENT A

PROVISION OF TELECOMMUNICATIONS, MAIL, INFORMATION TECHNOLOGY SERVICES TO DISTRICT BY THE NAPA COUNTY EXECUTIVE OFFICER

1. **Telecommunications Services**

Napa County Information Technology Services shall provide District with maintenance, and repair services for ITS-supported telephony systems, including voice mail. ITS shall also maintain accurate service records and inventories for all ITS-supported telephony equipment and components. ITS's responsibilities under this Agreement are limited to telephony services and equipment supported by ITS and do not extend to non–ITS-supported systems or third-party services.

2. **Information Technology Services**

County shall provide District with County personnel to perform the following services and functions for District, including access to the products and product licenses noted:

Napa County ITS shall provide an information technology support package. This includes Napa County's network infrastructure, end-user devices, technical support and consulting services on an as needed basis during the term of this Agreement in order to provide a reliable, cost-effective technology infrastructure. All service requests for existing products and services shall be managed through the ITS ticketing system. Purchases of products or licenses for applications not noted in this Exhibit shall be made by District by separate agreement with County or third parties unless this Agreement is expressly amended to add such items to this Scope of Services.

District is responsible for following Federal, State and Local laws, regulations, ordinances and policies.

Included Services:

Countywide network connectivity: provide connection to County WAN (Wide Area Network) to facilitate access to County datacenter and internet. County reserves the right to restrict internet access to appropriate uses. Examples of inappropriate uses include, but are not limited to, activities that would weaken the County's security, violate County policy or increase the use of County bandwidth that result in impacts to County's services, including additional costs, slower access to users of the County system, or impacts of similar magnitude. District is responsible for any cost associated with connection from District to County infrastructure (LAN/WAN).

Network & Server Administration and Monitoring: County shall provide 24/7 automated monitoring of County network infrastructure and County-hosted servers and an on-call emergency technician to respond to critical service outages.

File Services: County shall provide managed file server storage (e.g., District "H:" drives and shared directories) hosted at County data center(s). Services include:

- Allocation and ongoing management of storage space
- Daily backups of all supported data and systems
- Data recovery and restoration services for any data stored in County-managed file services Backups will be retained in accordance with County's standard retention policy. ITS shall notify the District of any changes in such policy in sufficient time for the District to consider changing its policy to conform to the County policy.

Endpoint Protection: Monitor and protect supported endpoints, including desktops, laptops, and servers against cyber threats.

Print Services: Printer and print queue management of County supported printers.

Email and Collaboration Services: County shall provide fully hosted Microsoft (or successor) email services, including:

- Individual mailboxes with County-standard storage quotas
- Access to the global County address book and directory services
- Spam filtering, malware protection, and email archiving in compliance with County policy

End-User Equipment: a. County shall provide and maintain standard desktop computers, laptops, docking stations, and monitors for District's currently authorized positions as of the Effective Date of this Agreement. Additional positions may be added pursuant to the procedures outlined in Section 3.1(b) of the Agreement. b. Equipment will be refreshed on a 4–5-year lifecycle in accordance with County's standard replacement schedule. c. Routine maintenance, repair, and replacement of failed County-provided equipment (including monitors) is included in the annual cost allocation. d. Equipment for new positions, early refreshes, non-standard configurations, upgrades requested by District, or replacement of lost/damaged equipment due to negligence shall be billed separately to District. e. Requests for additional, larger, or specialty monitors shall be at District's sole expense. f. Printers, multifunction devices, scanners, and other peripherals are excluded from County-provided equipment. g. District is responsible for procurement, maintenance, and replacement of all printing devices. Quotes may be obtained through Napa County ITS upon District request. County must approve all equipment.

Cybersecurity: County's cybersecurity services will be used to protect and recover District technology assets that are managed by County and hosted on County premises from cyber incidents.

Internet Access: Access to the Internet will be restricted to business use only. Non-business sites and activity, including access to sites that may possibly contain improper content, be deemed a security or privacy risk, or other such designations will be restricted.

Enterprise Resource Planning (ERP): Access to County's Financial and HRMS (Human Resource Management Systems) platforms, including time and labor, project costing, purchasing, etc.

Remote Access: Provide secure remote access to County technology resources. Remote access is restricted to that which is allowed per County security and privacy policies and agreements.

Technical Support: Provide technical support from 8:00 a.m. – 5:00 p.m., Monday - Friday, excluding County holidays. Provide after-hours technical support for critical issues. Provide on-line ticketing systems to submit and track incidents and requests.

Training Center: Allow use of dedicated 20 seat facility for training and presentations. Facility includes 20 workstations for students and one workstation for instructor. District can schedule and use the facility for any type of training/meetings/etc. Training courses and associated costs are not included in this agreement.

Intranet Site Hosting: Hosting Services for Napa 'ITS Intranet, Chardonnay and SharePoint.
Identity and Access Management: User account provisioning and access management to technology resources managed by County.

Enterprise Systems and Data: During the term of this Agreement and for a reasonable period following its expiration or termination, each party shall retain reasonable access to its respective physical and digital property necessary to exercise its rights and obligations under this Agreement.

- **Physical Property:** Includes any equipment, devices, or materials located on the premises.
- **Digital Property:** Includes all software, applications, data, accounts, and network configurations controlled by the party.

Application and Server Hosting Services: County shall host District-approved applications and services at County data center(s). Hosting services include:

- Physical and virtual server provisioning and management
- Hardware maintenance and lifecycle management
- Operating system installation, patching, and security updates
- Endpoint protection and malware defense
- 24/7 infrastructure monitoring and alerting
- Backup and disaster recovery

- Coordination with third-party vendors for supported applications
- Uninterruptible power supply (UPS) and generator-backed power
- Environmental controls and physical security

Geographical Information Systems (GIS): Access to the enterprise spatial data warehouse and web applications. Data hosting, management and distribution.

Pre-approval of Technology Purchases: All District technology intended to be dependent on or installed within County technology infrastructure and/or supported by County must be reviewed and pre-approved by County prior to District purchase.

General Provisions Applicable to All Services: a. All services are provided on an "as-is" basis consistent with County standards in effect at the time of delivery. b. District-specific customizations, non-standard software, or configurations outside County's approved baseline are excluded unless separately agreed in writing and fully funded by District. c. District is responsible for licensing and support costs of any District-unique software unless otherwise agreed.

Limitations to this agreement: Services provided by County are limited to only those technologies that County is deemed capable and trained to provide and that are residing on or connected to the County network infrastructure. Any District technology assets not deemed to be sufficiently secure and not placed on County network will be excluded from this agreement. Additionally, any services, hardware, process, or system implemented by District that does not meet and/or comply with any 'in effect' standards and/or County prescribed best practices will be excluded from this agreement. County will, unilaterally, have final authority on any discussions regarding the meaning of any terms contained within this agreement.

Third-party hosted applications purchased by District that create an unacceptable risk to County will not be integrated with County technology.

What is not included in the services contracted unless specifically addressed in the agreement and the cost allocation method:

Because physical location is not at the discretion of the County Board of Supervisors, network connectivity installation costs will be solely the responsibility of District.

County will not support nor install any non-County standard technology deployed by District independent from County ITS approval and acceptance.

District will not deploy non-County approved and/or non-County standard technology, software, database, peripheral devices, mobile devices, wireless devices, or any other technology asset on County owned equipment without approval of

County ITS. Any deviation from this requirement will be considered a material breach of this agreement.

Servers hosted at District or District servers that are non-County standard operating systems and applications will not be supported by County ITS nor will they be physically connected to County infrastructure without written approval from County ITS.

County ITS will disconnect and/or make any District device, software, or device/software configurations that are attached to or communicate through the County network unusable if County ITS deems such action necessary to protect the security and/or integrity of County operational assets including any device or software that impact the operational status of County users, as a whole. This is at the sole discretion of County ITS.

County ITS does not service any non-County assets including non-County PC's and printers nor allow non-County assets to be physically connected to County infrastructure. ITS may supply District with software such as VPN or Terminal software that allows secure connection through the Internet to County network in support of the agreement.

Web sites developed and supported by outside vendors will not be allowed to be hosted on County Web servers.

District must provide their own dedicated provider line (or other types of connection) outside of County network traffic for any bandwidth intensive processes of applications such as video conferencing.

Training course costs and other associated training costs are not included in this agreement.

District is responsible for all data and telecom wiring at their location. If County ITS is available to provide such services, then materials and labor will be billed to District outside of this agreement.

District is responsible for the remediation of all applicable web content and applications subject to Title II of the Americans with Disabilities Act.

District is responsible for compliance with DOTGOV Online Trust in Government Act of 2020 and CA Assembly Bill 1637.

Security and Acceptable Use Obligations

1. **Compliance with Security Policies**

District agrees to comply with all applicable security policies, procedures, and guidelines provided by the County concerning the use, protection, and management of the County's information, technology systems, and any data

housed therein. This includes, adhering to industry standards security measures, such as password protection, encryption, and multi-factor authentication where applicable.

2. **Acceptable Use of Technology Assets**

District acknowledges and agrees that any access to, or use of, the County's owned or managed technology assets, including but not limited to computers, servers, networks, cloud services, mobile devices, and other related infrastructure, shall be governed by applicable County policies, which may be updated from time to time.

a. District shall use the County's technology assets solely for authorized business purposes and in a manner that complies with all applicable laws, regulations, and County policies.

b. Unauthorized access, modification, destruction, or disclosure of any information or systems is strictly prohibited and shall be considered a breach of this Agreement.

3. **Security Incidents**

In the event of any security incident or breach involving the County's technology assets or data, District shall promptly notify the County in accordance with the County's incident reporting procedures and fully cooperate with any investigation or remedial actions undertaken by the County.

4. **Ongoing Review and Updates**

District agrees to review and acknowledge updates to the County's security policies and procedures as they are made available. Continued access to and use of the County's technology assets constitutes acceptance of any modifications to such policies.

5. **Consequences of Non-Compliance**

Any failure by District to comply with the County's security policies, acceptable use guidelines, or procedures may result in the immediate suspension or termination of access to the County's technology assets, as well as any other remedies available to the County under this Agreement or applicable law.

3. SUPPLIES AND EQUIPMENT TO BE DIRECTLY PURCHASED

There shall be no separate reimbursement for supplies and equipment provided under this Attachment because District shall be responsible for directly purchasing any systems and equipment to be installed by the foregoing departments and divisions (other than fixtures which shall remain owned by County).

4. NCEO/DIVISION CONTACT:

Mail: Napa County Executive Officer
Suite 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Email: ceoadmin@countyofnapa.org

ATTACHMENT B

Direct Staff Services:

All County staff services provided to District shall be charged at the current fully loaded hourly rate for each position and shall be billed to District.

- ITS Services – Application development, technology evaluation, RFP review, implementation, and project management - To be billed in arrears on or before the first of the month preceding the quarter of service. ITS and District shall create a mutually approved Scope of Work prior to ITS performing any significant work. Significant work is defined as one or more tasks requiring a total of 8 hours or more of work by ITS staff.

Indirect Services:

In addition to staff time, District shall reimburse County for the following services:

- Materials Provided (e.g., telecommunication, postage)- charged at cost

- Training services - shall be prorated by the ratio of the attendees who are District employees or County employees primarily providing District services to the total number of attendees during each training hour for which reimbursement is sought.

- ITS Annual Service - charged at current allocation rate charged to County departments which is based on number of employees and equipment. The Annual Fee shall be payable in arrears on or before the first of the month preceding the quarter of serve, with the payable monthly rate being ¼ of the annual rate in effect on the first date of the quarter of service.

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

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-874

TO: Board of Supervisors

FROM: Anthony Halstead - Library Director

REPORT BY: Michelle Carreon - Supervising Staff Services Analyst

SUBJECT: Acceptance of a donation from the Napa County Library Foundation

RECOMMENDATION

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

BACKGROUND

On July 29, 2025, Board of Supervisors approved Resolution No. 2025-80, making updates to the Donation Procedures, which authorized Department Heads to accept donations up to $10,000 without Board approval.

Director of Library Services seeks the Board's approval to accept a donation in the amount of $60,000 from the Napa County Library Foundation. The donation will help fund projects and programs provided to the community at the Napa County Library locations.

Requested actions:

1. Accept a donation in the amount of $60,000 from the Napa County Library Foundation; and

2. Authorize a letter of appreciation in acceptance of the donation.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The donation is budgeted in the library's General Operations, Subdivision 2020000, revenue line item 47500 Donations/Contributions
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Deposit of donations into the specified library location budget will facilitate fiscal monitoring and ensure that donation spending will be consistent with the intent of the donors
Is the general fund affected?	No
Future fiscal impact:	None. Donated funds will be utilized in the current fiscal year
Consequences if not approved:	If the requested action is not approved, the library will not be able to accept the $60,000 donation to help fund projects and programs provided to the community at the Napa County Library locations
Additional Information	Strategic Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

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

Amber Manfree
Chair

April 14, 2026

Napa County Library Foundation
580 Coombs Street
Napa, CA 94559

Dear members of the Napa County Library Foundation:

Thank you for your recent donation of $60,000 for programs and services at the Napa County Library.

It is the goal of the library to enrich the lives of community members with books and information. Your ongoing support provides staff the ability to reach a large demographic of County residents, which allows the library to make a meaningful impact within the community.

Thank you for your continuing support.

Regards,

Amber Manfree
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.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-882

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning, Building, and Environmental Services

REPORT BY: Kendall Sawyer, Staff Services Manager

SUBJECT: Amendment No. 2 to Agreement No. 220310B with Granicus

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 220310B with Granicus to extend the term through October 20, 2025 with no change to the contract maximum, for assistance with detection, investigation, and management of short-term rentals in the unincorporated areas of Napa County. (No Fiscal Impact)

BACKGROUND

In January 2022, the County entered into Agreement No. 220310B with Granicus to assist with detection, investigation, and management of unpermitted short-term rentals in the unincorporated areas of Napa County. County staff have utilized these tools to support enforcement efforts, contributing to a reduction in short-term rental advertisement activity over time. Amendment No. 1 to the Agreement was executed on July 1, 2024, extending the term for one fiscal year.

During preparation of the Fiscal Year 2025-2026 budget, the Department anticipated continued services with Granicus and budgeted accordingly. In fall 2025, the Department conducted a competitive procurement process to evaluate service providers and subsequently entered into a new agreement with Deckard Technologies in November 2025 to provide similar services at a significantly reduced cost.

Due to the timing of the procurement process and transition to the new vendor, Granicus continued to provide services from July 1, 2025 through October 20, 2025. The proposed amendment extends the Granicus agreement term to October 20, 2025 to align with the actual service period and allows for payment of the associated outstanding invoice.

There is no increase to maximum compensation under the agreement, and no additional budget impact is anticipated. Sufficient appropriations were included in the FY 2025-2026 adopted budget to cover a full year of Granicus services. The combined cost of the prorated Deckard Technologies agreement for the remainder of the fiscal year and the Granicus services provided during the transition period remain within the originally budgeted amount.

Requested Action:

Approve and authorize Amendment No. 2 to Agreement No. 220310B with Granicus to extend the term through October 20, 2025 with no change to the contract maximum, for assistance with detection, investigation, and management of short-term rentals in the unincorporated areas of Napa County.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Amends the agreement to align with services provided during the transition period and allows for payment of the outstanding invoice.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

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

Docusign Envelope ID: D2BCBD64-3B02-4D9E-9FC1-DCEC391AE82D

AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 220310B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 220310B, is made and entered into as of this 10th day of March, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as the "COUNTY" and Granicus, whose mailing address is 408 Saint Peter Street, Suite 600, Saint Paul, MN, 55102, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220310B (the "Agreement") on January 3, 2022, to provide monitoring, analytic, and compliance software and related services for the detection and management of illegal, unpermitted and/or under-remitting short term rentals; and

WHEREAS, COUNTY and CONTRACTOR executed Amendment No. 1 to the Agreement on July 1, 2024 for the purposes of extending the Term; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to further extend the term.

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

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

    1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2025 and shall expire on October 20, 2025, except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. **Counterparts.** This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

3. **Electronic Signatures.** This Amendment No. 2 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.

Docusign Envelope ID: D2BCBD64-3B02-4D9E-9FC1-DCEC391AE82D

4. This Amendment No. 2 shall be effective as of July 1, 2025.

5. Except as provided herein, the terms and provisions of the Agreement shall remain in full force and effect.

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

GRANICUS

DocuSigned by:
By Greg Eck
71FB6CB5D848403...
GREG ECK, Sr. Manager, Contracts

DocuSigned by:
By Alex Bern
0F7DAA9D3DAD473...
ALEX BERN, Sr. Contracts Manager

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: Date: March 26, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-829

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Frank Lucido, Engineering Manager

SUBJECT: Award the Construction Contract for the "Rossi Bridge Phase 2, RDS 25-25B, Project" and approve a Contract Amendment with Adko Engineering Inc., for the project.

RECOMMENDATION

Award a $1,470,376 construction contract to Cats4U, Inc. for the "Rossi Road Bridge Phase 2 Project", RDS 25 -25B; and approve and authorize Amendment No. 2 to Agreement No. 250353B with Adko Engineering, to increase the maximum compensation from $555,378 to $766,843. (Fiscal Impact: $1,404,423, Expense; General Fund and Capital Improvement Projects Fund; Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Rossi Road Crossing that bridges over Conn Creek failed in February of 2025. Phase 1 of this project which involved constructing the foundation for a new bridge was completed in December of 2025. Removal of an earthen impoundment which potentially contains naturally occurring asbestos and nickel from the creek, re-grading and installation of a new bridge are part of Phase 2 which was advertised beginning March 14, 2026. The crossing will be closed for about 6 weeks this summer while low weight local traffic is rerouted through a private roadway. After the bridge is placed and passable, crews will construct retaining walls, restore the impacted parts of the creek and reconstruct the roadway approaches to the bridge. Bids for Phase 2 were opened on April 2, 2026 with the following results:

Cats4U, Inc.	Healdsburg, CA	$1,470,376
Corcus Construction	San Francisco, CA	$1,477,365
GSW Construction	Alameda, CA	$1,644,748
Granite Rock Company	San Jose, CA	$1,839,287

Azul Works, Inc.	San Francisco, CA	$1,896,968
West Coast Contractors	Coos Bay, OR	$2,079,608
Dynamo Constructions	Moraga, CA	$2,128,046

The engineer's construction estimate was revised from $1,100,000 to $1,300,000 during the bidding phase to account for higher than normal off haul costs and increased bridge costs. Seven bids were received with the top two being very close. Staff recommend award to Cats4U, Inc. for their responsive total bid of $1,470,376. A 20% contingency is requested for any unforeseen items of work.

Cats4U, 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.

The total project budget with the addition of engineering design, construction management, project management, special inspection and contingency is $3,387,870. The majority of the additional funding needed for the Adko amendment is for environmental monitoring required for the work. Overall project costs are also higher than originally anticipated because of the asbestos and nickel found at the site, and escalation costs since the original estimate. When it adopted Resolution 2025-14, the Board authorized the Assistant CEO to move funds between February 2025 Storm repair projects and $850,000 will be moved from the Mount Veeder 1.2 (Project 25038) and $554,423 will be moved from the Redwood Road 2.3 (Project 25033) into this project (Project 25034) after this item is approved.

Requested Actions:

1. Award a construction contract for the “Rossi Bridge Phase 2 Project, RDS 25-25B” to Cats4U, Inc. for their low total bid of $1,470,376; and

2. Approve and authorize Amendment No. 2 to Agreement No. 250353B increasing the maximum compensation by $211,465 for a contract maximum of $766,843 with Adko Inc. for the Rossi Road Bridge project.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Part of the project is budgeted in Roads CIP 25034 and 25038. Board has given authority to CEO/ACO to approve budget amendments to move appropriations within 2025 storm projects.

Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This action is needed to ensure public and emergency access.
Is the general fund affected?	Yes
Future fiscal impact:	Yes
Consequences if not approved:	The existing crossing is unstable and needs to be replaced before next year to prevent possible loss of access.
Additional Information	The County has drafted a temporary access agreement with Rodgers Vineyard which will allow limited use by the residents who live beyond the damaged section of the road. As part of the agreement, the County will repair damage to the private road in exchange for its use during construction and in case of an emergency. The estimated cost for this access/maintenance through the life of the project is roughly $50,000.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed project is part of the February 14, emergency declaration by Napa County and statutorily exempt as defined by 14 California Code of Regulations 15269 A&B (State CEQA Guidelines) and therefore CEQA is not applicable.

AMENDMENT NO. 2

OF NAPA COUNTY AGREEMENT NO. 250353B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 of NAPA COUNTY AGREEMENT NO. 250353B is made and entered into as of this 14th day of April, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and ADKO ENGINEERING, INC., a California corporation, whose mailing address is 140 Diamond Creek Place, Roseville CA 95747, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, on February 7, 2025, COUNTY entered into Napa County Agreement No. 250353B with CONTRACTOR (the "Agreement") for $348,447 to obtain additional specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Rossi Road Bridge Project, hereinafter referred to as "the Project"; and

WHEREAS, on October 21, 2025, COUNTY amended the Agreement by removing and replacing Exhibits A and B in their entirety to expand the scope of services to include additional engineering design and support services for the Project and to increase the total compensation under the Agreement by $206,931 for a revised not to exceed amount of $555,378; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement by removing and replacing Exhibits A and B in their entirety to expand the scope of services to include additional engineering design and support services for Phase 2 of the Project and to increase the total compensation under the Agreement by $211,465 for a revised not to exceed amount of $766,843.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Exhibit "A" (As Revised by Amendment 2) is attached hereto and incorporated by reference herein.

2. Exhibit "B" (As Revised by Amendment 2) is attached hereto and incorporated by reference herein.

3. Paragraph 1.1 of the Agreement is amended to read in full as follows:

   1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibit A (As Revised by Amendment 2) 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.

4. Paragraph 1.2 of the Agreement is amended to read in full as follows:

1.2 Schedule. Consultant shall perform and complete the scope of services in accordance with the schedules set forth in Exhibit A (As Revised by Amendment 2). Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A (As Revised by Amendment 2).

5. Paragraph 3.1 of the Agreement is amended to read in full as follows:

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

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B (As Revised by Amendment 2).

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B (As Revised by Amendment 2). 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 (As Revised by Amendment 2).

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed seven hundred sixty six thousand eight hundred forty-three dollars and zero cents ($766,843.00); 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.

6. Subparagraph 3.2.1 of the Agreement is amended to read in full as follows:

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, Exhibit B (As Revised by Amendment 2) 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 (As Revised by Amendment 1), which will allow Consultant to be paid the equivalent percentage of the fixed price.

7. Subparagraph 9.4.2 of the Agreement is amended to read as follows:

9.4.2 Exhibits A (As Revised by Amendment 2), B (As Revised by Amendment 2), C, and D to this Agreement.

8. Except as provided in Paragraphs 1 - 7, above, all other provisions of the Agreement shall remain in full force and effect as approved previously.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Napa County Agreement No. 250322B as of the date first written above.

ADKO ENGINEERING INC.

By _____
MAJDI KANAAN, President

By _____
IMAN KANAAN, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM
Office of County Counsel

By: _____
Deputy County Counsel RMCF

Date: 4-3-26

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

Date: _____
Processed By:

_____
Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____

EXHIBIT A (As Revised by Amendment 2)

During storm event around February 6th, significant damage occurred at Rossi Road Culverts, which is located above St. Helena. Rossi Road and on Conn Creek sustained significant damage consisting of damaged culverts and cracks on asphalt pavement roadway, due to settlement of the road in between the existing box culvert and three railroad circular culverts. The road was subsequently closed, limiting access for residents that live past the project site. ADKO Engineering has visited the site on January 11, 2025 and reviewed available project information provided by Napa County and met with local residents. We will coordinate with the client to obtain any additional data required for the design development.

Culverts Replacement with a One Lane Bridge

Due to the severity of the damage, the age of the structure, and the cost for repair; structure replacement should be considered. The existing bridge will be replaced with a new Baily Bridge (ACROW) supported by seat type abutments. The scope of work will include backfill, pavement reconstruction, and other related site work. The proposed width of the new structure will be approximately 100'long and single lane wide, in order to convey flood flows. ADKO Engineering will work closely with the geotechnical engineer, Miller Pacific Engineering Group and hydraulic engineer Shaaf and Wheeler, in consideration of the environmental impacts and FEMA approvals. The bridge will be designed to carry HL-93 Loading (40 tons) and permit loading using AASHTO LRFD design specifications, 8th edition with California Amendments (June 2024).

Advantages:

- Completely new structure for long service life (50 years plus).
- Meets the latest seismic requirements
- Lower lifespan maintenance costs
- Economical structure
- No falsework is required in the creek
- P15 Truck Loading per AASHTO
- HL-93 Vehicle Loading
- Does not require falsework in the channel
- Easy to assemble on site
- The superstructure can be set in place in two days

Disadvantages:

- Impacts to traffic. Road closure
- Higher vertical profile may be needed

Design of the bridge replacement or repair will utilize Napa County, Caltrans Standards, and other appropriate standards and guidance documents. Design will be based on geotechnical recommendations and other engineering studies and evaluations. Existing or pre-damage roadway widths, striping, and pavement section will be maintained unless geotechnical and engineering studies recommend otherwise. Safety and drainage features will be incorporated as appropriate.

ADKO Engineering shall provide the following engineering services for the project.

TASK 1: PROJECT MANAGEMENT

Task A1.1 - Project Management activities will include:

- Project administration, coordination with subconsultants, county and other stakeholders
- Attend meetings and prepare meeting minutes, and action items
- Prepare progress schedule and monitor schedule
- Manage project budget and prepare monthly invoices

Task A1.2: QC/QA Services

ADKO's Senior Engineer will provide QC and constructability reviews on the 65% and 100% submittals. The review will be documented and submitted to County at the request of the project manager. The QC engineer will back check work product to ensure comments were addressed. The reviews will BE documented and submitted to County at each phase of the project.

Task A1.4: Project Meetings and Site Visit

ADKO's team will participate in design development meetings and resolve technical issues as they arise and review project status and budget. A minimum of four design development meetings are proposed. ADKO will attend conference calls to receive and respond to review comments. One site visit is anticipated for the project.

Deliverables

- Meeting Minutes
- QA/QC review comments
- Schedules

TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS

Task 2.1: Field Survey and Mapping

Albion Surveys will provide the necessary project control and topographic surveys. The topographic surveys will cover the project limits as determined by the design consultants as well as the areas described in the Damage Assessment and Recommendation Report for each site. In addition, field reconnaissance and surveys for existing controlling monuments of record will be performed to assist in the placement of record right of way and ownership information onto the surveys. All field surveying activities will be overseen by John Albion, PLS, including planning, methodology and equipment. All office surveying activities will be overseen by John Albion, PLS, including data reduction, terrain modeling, boundary analysis and quality control. Albion Surveys assume any right of entry or encroachment permits will be

provided by others. Specific services for these projects would be as follows:

- Records research related to property boundaries, control and benchmarks.
- Prepare field survey plan and the necessary search coordinates for boundary and right of way information.
- Establish project control by GPS data logging and processing through the NGS OPUS web interface to obtain CCS83, Zone 2 horizontal control and NAVD 88 vertical control.
- Set a minimum of two permanent control points at each site which would be suitable for future construction uses.
- Tie existing controlling monuments found during field reconnaissance.
- Topographic field surveys to gather spot elevations sufficient for a design level topographic survey, including all grade breaks, high/low points and other features necessary to develop a proper terrain model.
- Field surveys to locate the existing improvements at the project site, visible surface utility features, such as manholes, valve boxes, utility poles, etc., existing trees, driveways, fences and other improvements that may be present within the project limits developed for each site. All accessible manholes and drain inlets will be investigated and pipe sizes and depths recorded.
- Office analysis of the field data to reconcile the record data with the evidence found in the field.
- Develop a digital terrain model of each site and process 1' contours across both.
- Prepare a 1"= 20' topographic survey exhibit for each site. Each exhibit will also include the existing right of way and ownership information available, the location of the project control and Information related to the horizontal and vertical datum's used.
- Prepare legal description and exhibit plat for Temporary Construction Easements

TASK 3: GEOTECHNICAL

Miller Pacific will provide geotechnical services and develop geotechnical recommendations for the project. The recommendations will be used by the design team to develop the design recommendations and prepare the construction plans and technical specifications for the project.

Task 3.1: Geotechnical Investigation

Our Phase 1 services will include subsurface exploration with soil borings near the two new bridge abutments. We will obtain required County encroachment permits and notify USA prior to our mobilization. Based on surface conditions, we anticipate relatively deep soils on the western side of Conn Creek and shallower bedrock on the eastern side. We therefore expect our new borings will extend to a depth of about 30 to 40 feet or refusal on hard rock, if encountered. We will obtain samples for laboratory testing, measure water levels and backfill the borings closed upon completion.

We will perform laboratory testing on select samples to determine pertinent engineering properties, including moisture content/density and strength, along with other pertinent tests, if subsurface conditions warrant. Our written report will include a summary of the site surface and subsurface conditions, a discussion of relevant geologic hazards and recommendations for the new structure. We will recommend criteria for new foundations and abutment/retaining walls, including seismic coefficients, bearing and lateral pressures, subsurface drainage needs, backfill criteria, pavement restoration and other items. We anticipate a drilled pier foundation will be appropriate at the site, but if "difficult" soil conditions such as flowing sands or high groundwater is encountered, we can provide

criteria for alternative foundation types including torque-down or driven piles. Our report will also include a site plan showing the location of our borings, our boring logs, laboratory data and other items.

Task 3.2: Supplemental Consultation

We will provide supplemental consultation, as requested, during the design and permitting of the work which may include plan review, site or office meetings. We will provide supplemental recommendations for the work, if needed. During design and permitting for removal of existing culverts, we will respond to agency questions that are within our geotechnical scope.

Task 3.3: Construction Observation and Testing (Allowance)

During construction, as with other projects we have worked with you and Napa County, we anticipate our services will include materials testing and coordination with the project's Construction Manager to answer questions about the geotechnical aspects of the work. We anticipate observing foundation excavations and testing backfill materials. Concrete sampling and strength testing will also be performed, if needed. If "structural" items (i.e. rip rap or concrete structures) are included in the creek restoration, we can observe those items if requested. Upon completion of the project site work, we will prepare a brief letter with a summary of our observations and tests.

Deliverables:

- Geotechnical Report
- Supplemental Consultation Memorandum
- Construction Observation and Testing report

TASK 4: HYDRAULICS/HYDROLOGY/PHASE 2 DESIGN

This scope of services will provide planning-level hydraulics and scour analyses for the Rossi Road bridge over Conn Creek in Napa County. Schaaf & Wheeler will gather field data, review all available data for the bridge site, perform a hydrologic and hydraulic analysis, and develop scour countermeasures to meet the County's goals. The work in this section is organized into major milestone deliveries with subtasks listed as appropriate. This organization is complimentary to the fee estimate and milestone schedule attached/within this proposal.

Field Reconnaissance and Site Assessment

Schaaf & Wheeler will conduct field visits and desktop research in order to develop a complete and detailed understanding of the existing conditions at the bridge. Task A includes analysis required to develop the existing conditions.

Task 4.1: Data Collection and Review

Schaaf & Wheeler's team will review available data regarding the bridge site, including as-built drawings, inspection reports, Federal Emergency Management Agency (FEMA) material, and other readily available documents, which may include hydrology and hydraulic studies. After review existing information, Schaaf & Wheeler's team will visit the project area to collect additional information and to document existing conditions. Schaaf & Wheeler does not anticipate the need for subsurface investigation, and no subsurface investigation/geotechnical work is included in this proposed scope of services.

Task 4.2: Existing Condition Hydraulic Analyses

Schaaf & Wheeler will develop hydrologic and hydraulic analyses. This study will include the development of hydrologic flow estimates using at least two methods, and hydraulic modeling (HEC-RAS) and scour

estimates of the channel under existing and proposed bridge conditions.

Task 4.3: Proposed Condition Hydraulic Analysis
Schaaf & Wheeler will develop a recommended solution to provide the proposed bridge with scour protection based on the results of Tasks 4.1 and 4.3. The proposed solution will meet design criteria, such as protection against critical velocities in the Conn Creek.

Task 4.4: Project Management and Coordination
Based on the results of Tasks 4.1 to 4.4, Schaaf & Wheeler will develop a Hydrology and Hydraulics Technical Memorandum. This technical memorandum will present the results of the analyses and estimates identified above. If appropriate, alternatives will be discussed, and the reasoning for the recommended alternative will be detailed. A draft of the memorandum will be submitted to the County for review.

Schaaf & Wheeler will schedule a meeting with the County to review the recommendation and its associated costs and construction. Following comments and discussions, Schaaf & Wheeler will submit a final technical memorandum.

Task 4.5: PHASE 2 DESIGN
Update the plans and specifications completed in Task 6 by incorporating work completed in phase 1 of construction and environmental permits for phase 2.

TASK 5: ENVIRONMENTAL
Task 5.1: Biological Resources Assessment and Letter Report
This task is comprised of a pre-field desktop evaluation of terrestrial wildlife and plant species and habitats, and a one-day reconnaissance-level biological field survey to document existing biological resources within the proposed project area.

Prior to the field survey, a query of the California Natural Diversity Database (CNDDB), U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) List, and California Native Plant Society (CNPS) databases will be performed to identify any occurrences of listed or special-status species and/or rare and endangered plants found within a one-mile radius of the site.

During the field survey, a Kleinfelder biologist will create a baseline biological resources map that will include vegetation communities and conspicuous sensitive species. Vegetation communities will be mapped on an appropriately scaled topographic map or aerial photograph of the project area. During the field survey, a general inventory of plant and animal species detected by sight, calls, tracks, scat, or other signs will be compiled. Vegetation communities and other biological resources, including any habitat that could potentially support special-status species or sensitive biological communities will also be recorded. A determination of sensitive or special-status species that could potentially use the site will also be made. Furthermore, potentially-occurring sensitive resources that are not apparent at the time of the survey and which require focused surveys will be noted, including rare annual plants, sensitive amphibian, reptile or bird species, and sensitive mammal species. We assume that Lake Hennesey blocks passage of anadromous fish, and a formal fish passage assessment is not necessary.

The results of the biological field survey will be presented in a technical letter report. The report will include a description of the project, a discussion of the survey methods, an assessment of existing vegetation communities, sensitive biological resources, potential jurisdictional waters present or likely to occur, the significance of potential project impacts in accordance with the California Environmental Quality Act, and recommended avoidance and mitigation measures.

Graphics will be prepared to illustrate the location of the site, the existing biological conditions, and any potential wetlands or waters of the U.S. or State. Proposed permitting requirements for potential impacts to sensitive resources will be discussed in terms of regional planning, state and federal laws and guidelines. This task includes one round of draft review by the County and subsequent editing/revision by Kleinfelder staff if necessary. Mileage is included at the 2025 standard IRS rate.

Task 5.2: Cultural Resources Section 106 Report
Kleinfelder will conduct a records search at the Northwest Information Center (NWIC), located at Sonoma State University to request all previous site records and reports completed within the project area and the surrounding 0.5-mile radius. Staff will also conduct site-specific research for the project area and surrounding vicinity including references on file from previous work conducted in the project vicinity and a review of historic maps (e.g., Sanborn Fire Insurance Maps, Government Land Office Plat Maps). The cultural resources review will identify any previous archaeological and/or historic period-built environmental resources reported in the area. A Sacred Lands File (SLF) search with the Native American Heritage Commission (NAHC) will be conducted to determine if any SLFs have been reported within the Project Area or surrounding vicinity.

Kleinfelder will also conduct a cultural resources survey and inventory of the project area to make an assessment of any cultural resources present on the site. This task assumes one archaeologist will perform one, 8-hour field survey and record and/or update resources within the project area. This estimate includes costs associated with pre-field preparation, travel, and other direct costs (e.g., mileage, GPS, and camera). Within approximately 30 business days after completion of the fieldwork, a Draft Cultural Resources Inventory Report will be prepared and submitted. One report will be prepared to satisfy both CEQA and Section 106 of NHPA. The report will describe the results of the background research, cultural context, records search and survey results, and any management recommendations.

Assumptions

- A map depicting the limits of ground disturbance with depth of ground disturbance per construction activity will be provided at notice to proceed.
- No Native American consultation support is needed.
- No in-person meetings are required for archaeological or tribal cultural resources.
- The cost of the records search at the NWIC will not exceed $500.
- This scope assumes no more than one cultural resource will require recordation or updates. If additional cultural resources are encountered or if the project has the potential to impact a cultural resource, additional cultural resources technical studies may be required, and an augment prepared.
- Does not include completion or implementation of any proposed or required mitigation measures (e.g., additional documentation of historic structure).
- The final approved report will be submitted to the NWIC.
- The final approved report will be submitted to the NWIC. One electronic version of the Archaeological Assessment Report will be provided within 6 weeks of Notice to Proceed (NTP). Kleinfelder will respond to one round of comments (4 hours maximum) and provide a final electronic version of the Report.

Task 5.3: Aquatic Resources Delineation
Prior to a field investigation, a desktop review of the biogeography, elevation, vegetation, soils, and habitat on the site will be performed. During the field investigation, a Kleinfelder wetland specialist will delineate and map the extent of aquatic resources, which will include the identification of wetland and non-wetland jurisdictional waters within the project boundary that examines vegetation, soils, and hydrology. Routine on-site delineation forms based on the applicable Regional Supplement will be completed for sample areas to determine jurisdictional and wetland boundaries. The preliminary jurisdictional delineation of these areas will be made based on the regulations of the following agencies:

- Waters of the U.S., including wetlands, under the jurisdiction of the Army Corps of Engineers (ACOE) pursuant to Section 404 of the federal Clean Water Act.
- Wetlands under the jurisdiction of the Regional Water Quality Control Board (RWQCB) pursuant to Section 401 of the Clean Water Act and the Porter-Cologne Act.
- Wetlands under the jurisdiction of California Department of Fish and Wildlife (CDFW), pursuant to Section 1602 of the California Fish and Game Code.

The extent of any streams will be mapped to the Ordinary High Water Mark (OHWM) as defined by the ACOE Regulatory Guidance Letter No. 05-05 Ordinary High Water Mark Identification. Wetlands will be mapped using routine onsite methods as outlined in the ACOE Wetlands Delineation Manual (ACOE 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (ACOE 2010). Other regulatory guidance documents will be used as necessary and datasheets will be completed to document the field verification. Mapping will be performed using a GPS unit capable of sub-meter accuracy. The field delineation is expected to require one field day.

Following the field delineation, Kleinfelder will prepare a preliminary wetland delineation report and associated figures/maps for submission to the applicable resource agencies to support CWA 404 permitting, CWA 401 permitting, and CDFW Section 1600 permitting. The figures/maps will be produced using USACE South Pacific Division (SPD) standards; if onsite conditions warrant, other maps depicting various agency jurisdictions may also be produced. The delineation report will include supporting materials such as geographic information system (GIS) data, aquatic resources spreadsheets, and submission cover letter(s) (e.g., requesting preliminary or approved jurisdictional determination, etc.). This task includes one round of draft review by the County and subsequent editing/revision by Kleinfelder staff if necessary.

Task 5.4: Permitting
Potential impacts to Conn Creek will be determined during the biological field assessment. Based on the extent of impacts to Conn Creek that are likely to be associated with partial or full removal of the old road embankment, we anticipate that the Project will require several permit applications including the following:

- Lake and Streambed Alteration Agreement from CDFW pursuant to Section 1602 of the California Fish and Game Code
- Authorization from the RWQCB under Section 401 of the Clean Water Act,
- Authorization from the Army Corps of Engineers (USACE) via a Nationwide Permit under Section 404 of the Clean Water Act.
- Section 7 consultation by the USACE with the United States Fish and Wildlife Service (USFWS). We assume that the technical memo report is sufficient for the consultation, and that a full Biological Assessment will not be required.

To facilitate preparation of the permit applications, the deliverables under Tasks 1, 2, and 3 will be required.

Kleinfelder will prepare and submit applications for regulatory permits to the USACE, RWQCB and CDFW, as necessary. Application requirements of each of the agencies differ, but there is a great deal of overlap such as providing a project description, discussion of avoidance and minimization measures, etc. To the extent feasible, processing with the agencies will be done concurrently; for example, if a site visit is required, Kleinfelder will attempt to coordinate a single meeting attended by all agencies rather than holding separate meetings for each agency. This task includes one round of review by the County, and one round of revisions after review by the agencies, as well as one field visit.

Assumptions

- No tasks outside the agreed scope of work will be performed without additional payment and prior authorization from the client in writing.
- Requests by agencies for additional information or meetings to discuss design elements can often occur following submittal of permit applications, and the extent to which Kleinfelder may be in the best position to provide that information is not definable at this stage. If required to provide notable support during the review stage of the permit applications, Kleinfelder will be please to provide a cost estimate for additional authorization at that time.
- Preparation of any required State Water Quality Control Board National Pollution Discharge Elimination System (NPDES) Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) are not included in this scope of work. Kleinfelder will be happy to provide a scope and budget for these services upon request from the Client.

Task 5.5: Archaeological Monitoring, Phase 1

Kleinfelder will have one archaeological monitor on site for all Project-related ground disturbance.

- The Kleinfelder archaeological monitor will complete one on-site sensitivity training with the construction personnel regarding cultural resources prior to the start of construction. It is assumed that this cultural resource awareness training will occur on the first day of construction.
- The Kleinfelder monitor will conduct up to 13 days of monitoring during construction. It is assumed that the crews will work up to thirteen 10-hour days including travel. The purpose of archaeological monitoring is to identify the presence/absence of archaeological resources during ground disturbances within the Project site. Monitoring will be documented using field notes, digital photography, and a handheld GPS unit. The archaeological monitor will keep a daily log. The associated costs include travel expenses and administrative oversight.
- Monitoring may be modified, reduced, or suspended based on the conditions encountered in the field at the discretion of a professional archaeologist.
- This assumes that no site recordation will be required. Should subsurface archaeological materials be identified during monitoring, all work within 50 feet of the discovery will be temporarily halted to allow for the archaeologist to assess and record the find. Kleinfelder will immediately contact all required parties to inform them of the inadvertent discovery.

Task 5.6: Native American Monitoring

Kleinfelder will subcontract with the Mishewal Wappo Tribe of Alexander Valley to provide a Tribal monitor for all Project-related ground disturbance.

- For cost estimating purposes, it is assumed that a Native American monitor will be on site up to thirteen 10-hour days, including time for travel.
- Native American monitoring may be modified, reduced, or suspended based on the conditions encountered in the field at the discretion of a professional archaeologist and in consultation with the Mishewal Wappo Tribe of Alexander Valley.

Task 5.7: Biological Monitoring Phase 1

Kleinfelder will support Napa County by supplying a qualified biological monitor to conduct preconstruction surveys and monitor for special status species during ground disturbing and construction activities.

- The monitor will provide worker environmental awareness training for the construction crew and provide up to ten color copies of a brochure that describes the species of concern and each worker's individual responsibilities. It is assumed that this environmental awareness training will occur on the first day of construction.
- Kleinfelder will provide a pre-construction survey prior to the start of construction in the Fall of 2025. An additional pre-construction survey will be conducted prior to the resumption of construction in the Spring of 2026. Additional pre-construction surveys may be needed if there are additional breaks in construction.
- The Kleinfelder monitor will conduct up to 33 days of monitoring during construction. It is assumed that the crews will work up to thirty-three 10-hour days.
- Thirty-three days of monitoring are anticipated however; the client will be charged on a time and materials basis. ADKO will be billed only for actual time and materials spent. If additional monitoring time is required, Kleinfelder will provide an updated proposal to ADKO.
- In the event that a special status species is discovered on site, Kleinfelder staff have the authority to stop work and/or create an appropriate buffer zone and the animal will be allowed to leave on its own accord. If the animal does not leave on its own, US. Fish and Wildlife services and/or California Department of Fish and Wildlife will be consulted before any individual is relocated.
- Kleinfelder staff will have authority to enforce standard conditions in typical Section 1602 Lake and Streambed Alteration agreement and Section 401 Clean Water Act permits even if permits are not complete at the time of construction.
- Protocol-level surveys will not be required.
- Kleinfelder staff will conduct preconstruction surveys daily before any equipment is moved, before any ground is disturbed, or before RSP is placed to determine if special status species are present onsite.
- The biological monitor will be present during construction in the event that special status species are unearthed or discovered during construction.

- The monitor will take representative photos each day and prepare a daily report which will be shared with ADKO on a weekly basis.
- Kleinfelder will prepare a post-construction report to submit to the California Department of Fish and Wildlife (CDFW) as a standard requirement of a Section 1602 Lake and Streambed Alteration Agreement. Kleinfelder will deliver the report to ADKO within 45 days of the completion of construction.

Task 5.8: CDFW Deliverables, Bio and Cultural Monitoring, Phase 2

Agency Deliverables and Coordination
Kleinfelder will prepare resumes for Qualified Biologists as defined in the environmental permit and submit them to the CDFW 30 days before surveys begin. Once approved, Qualified Biologists will prepare the Survey Methodologies for foothill yellow-legged frog, Species Capture and Relocation Plan, and Riparian Revegetation and Monitoring Plan. These documents will be submitted to the regulatory agencies as required by the environmental permits, after gaining approval from ADKO. All reports described below will be forwarded to CDFW after gaining approval from ADKO. If special-status species are observed during pre-construction or construction, Kleinfelder will submit up to five California Natural Diversity Database (CNDDB) Field Survey Forms to CDFW. Following completion of construction, Kleinfelder will submit Photographic Documentation of Work to CDFW in accordance with the environmental permit.

Biological Surveys, Phase 2
Qualified Kleinfelder Biologists will perform the biological surveys prior to the start of construction as described below. Reports from each survey will be provided to ADKO for approval. Approved reports will be forwarded to the agencies as required prior to construction. Reports will include survey methodologies, findings, and recommendations for avoidance and minimization of impacts.

Special-Status Plants
Prior to the start of construction, a Qualified Biologist will conduct botanical surveys during the appropriate conditions and blooming period (or when species are identifiable) for all special-status plants with the potential to occur within or adjacent to the Project Area. Surveys shall be conducted following CDFW's *Protocol for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities* and include checking reference sites for target special status plant species when feasible. In accordance with the protocol, three surveys will be conducted throughout the growing season. To follow the protocol guidance, the survey periods are proposed as follows: one early season survey in April, one mid-season survey in May/June, and one late-season survey in mid-July/August. If special-status plant species are observed, the biologist will establish an avoidance buffer. An avoidance plan will need to be submitted to CDFW, or consultation with CDFW will be required if full avoidance is not possible; if this additional task is required, Kleinfelder will provide a change order, as necessary.

Foothill yellow-legged frog
Upon CDFW approval of the foothill yellow legged frog survey methodology, a Qualified Biologist will implement the approved survey approach. The methodology is anticipated to include two wet stream surveys and one pre-construction survey within 72 hours of the start of construction, for a total of three surveys, to be conducted by two biologists. Should additional effort be required, a change order may be necessary.

Nesting Birds
A Qualified Biologist will conduct a survey for active bird nests within 7 days of the commencement of

Project activities. The Survey Area will cover entire Project Area and a 500-foot buffer. Portions of the Survey Area that are inaccessible will be surveyed with the use of binoculars or a spotting scope. If an active nest is found during surveys, the Qualified Biologist will establish a site- and species-specific nowork buffer to ensure the nest is not disturbed. If additional nesting bird surveys are required due to a 7 day or greater lapse in Project related activities, a change order may be necessary.

Western Pond Turtles
A Qualified Biologist will conduct a pre-construction survey for the western pond turtle (WPT) and nests within 48 hours of the commencement of Project activities. If a WPT or nest is detected at any time CDFW shall be notified immediately, and the Qualified Biologist will relocate the turtle to appropriate habitat within the stream it was found. Turtle nests shall be avoided. If a WPT or nest is located, a Western Pond Turtle Habitat Improvement Plan will be required for submittal to CDFW. Kleinfelder will submit a change order for the preparation and implementation of this document should it be necessary.

Pre-Construction Survey
A Qualified Biologist will conduct a pre-construction survey within 48 hours prior to the start of Project activities, focusing on the presence of special-status species including, but not limited to, those listed in the environmental permit.

Biological and Cultural Monitoring, Phase 2
Kleinfelder will support Napa County by supplying a Qualified Biologist to monitor dewatering activities and provide species rescue support as needed following the approved CDFW Species Capture and Relocation Plan. This effort is anticipated to require two, 10-hour work days for two people. Should additional effort be required, a change order may be necessary.
Kleinfelder will have one archaeological monitor on site for all Project-related ground disturbance.
• The Kleinfelder archaeological monitor will complete one on-site sensitivity training with the construction personnel regarding cultural resources prior to the start of construction. It is assumed that this cultural resource awareness training will occur on the first day of construction.
• The purpose of archaeological monitoring is to identify the presence/absence of archaeological resources during ground disturbances within the Project site. Monitoring will be documented using field notes, digital photography, and a handheld GPS unit. The archaeological monitor will keep a daily log. The associated costs include travel expenses and administrative oversight.
• Monitoring may be modified, reduced, or suspended based on the conditions encountered in the field at the discretion of a professional archaeologist.
• This assumes that no site recordation will be required. Should subsurface archaeological materials be identified during monitoring, all work within 50 feet of the discovery will be temporarily halted to allow for the archaeologist to assess and record the find. Kleinfelder will immediately contact all required parties to inform them of the inadvertent discovery.
Additionally, Kleinfelder will provide a Biological Monitor, as defined in environmental permits, to conduct daily preconstruction surveys and monitor for special-status species during ground disturbing and construction activities as required by Project permits.
• The biological monitor will provide worker environmental awareness training for the construction crew and provide up to ten (10) color copies of a brochure that describe the biology and general behavior of any sensitive species which may be in the area, how they may be encountered within the work area, and procedures to follow when they are encountered. It is assumed that this environmental awareness training will occur on the first day of construction.
• County t will be charged on a time and materials basis. ADKO will be billed only for actual time and materials spent. If additional monitoring time is required, Kleinfelder will provide an updated proposal to ADKO.
• Kleinfelder staff will conduct preconstruction surveys daily before any equipment is moved,

before any ground is disturbed, or before trees or vegetation are removed to determine if specialstatus species are in harm's way.
• The biological monitor will take representative photos each day and prepare a daily report which will be shared with ADKO monthly.
• Kleinfelder will prepare a post-construction report to submit to the regulatory agencies.
Kleinfelder will deliver the report to ADKO within 30 days of the completion of construction and will make one round of revisions before the report is submitted.

TASK 6: DESIGN

Task 6.1: Design Basis Memorandum

The ADKO (ADKO) Team will develop the Design Basis Memorandum which will investigate and discuss design and construction issues such as: any required temporary construction easement and right of entry, utility coordination. The new culvert will carry the load it was originally designed for 36 tons.

Deliverables:

- Design Basis Memorandum (.dwg, .xcl, .doc and PDF as applicable)

Task 6.2: 65% PS&E Submittal

The ADKO team will prepare 65% plans, specifications, and estimates for roadway design, retaining wall, drainage improvements, grading, paving, temporary water pollution control, permanent erosion control and any permit requirement design elements. The ADKO Team will follow 2023 Caltrans and County specifications wherever possible. ADKO will be responsible for the retaining wall design plans, specifications, and estimate. This effort will include addressing all of the County's comments on the 35% PS&E package.

Deliverables:

- 65% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 6.3 95%: PS&E Submittal

The ADKO Team will refine the 65% PS&E and generate the 95% PS&E design by addressing all of the County's comments on the 65% PS&E package.

Deliverables:

- 95% Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

Task 6.4: Issued for Bid PS&E Submittal

The ADKO Team will work with the County to issue a bid set of the PS&E documents. It is anticipated that the County will take the WRECO Team's technical specifications and combine with the County prepared front-end specifications to complete the bid package.

Deliverables:

- Issued for Bid Plans, Technical Specifications, and Estimate (.dwg, .xcl, .doc and PDF as applicable)

TASK 7: CONSTRUCTION SUPPORT PHASE 1&2

Task 7.1: Bid support

ADKO team will provide ongoing support to assist in responding to comments and inquiries, which includes the following tasks:

- Attend Pre-bid and Pre-construction Meetings
- Respond to Bid Inquiries

Task 7.2: Design Services during Construction

ADKO team as will provide the following services:

- Review Appropriate Construction Submittals
- Answer questions and address issues that may arise during construction (RFIs & CCOs)
- Perform close-out inspection and help County develop close-out punch list for Contractor
- Provide construction certification of completion

Deliverables:

- Approved submittals
- Respond to RFI
- Change order recommendations
- Construction close-out punch list and construction certification of completion (PDF)

Task 7.3: As-Built Design Plans

Following completion of construction, the County Construction Contractor will provide redline markups of the design plans. The ADKO team will incorporate the redlines into the CAD Files, clouding any changes made in construction, and submit them as final As-Built Plans.

Deliverables:

- Final As-Built Plans (DWG and PDF)

Task 8 – Construction Management PHASE 1&2

Task 8.1: Construction Inspection Services

The inspector will be responsible for the following:

- Coordination with contractor
- Address public concerns
- Daily inspections and preparing inspections reports
- Documenting progress of work, etc.

Task 9 – Acrow Bridge Submittal

Task 9.1: Acrow Bridge Submittal

ADKO will obtain a submittal for the 130-foot span of 13'-7" wide site-specific bridge design from Acrow Manufacturing to save engineering time during construction. This will be particularly useful in the event of an emergency if the existing culvert fails, and a bridge needs to be installed quickly.

Assumptions

- This Project will be designed to Caltrans 2023 Standard Plans and Specifications.
- County will obtain Encroachment Permit to cover the ADKO Team.
- The County will provide the right-of-way width information.
- County staff will prepare the Board Letters, advertise to the Project to bidders, open bids, and coordinate with affected property owners/ stakeholders.

Exhibit "B" (As Revised by Amendment 2)

RATES

	ADKO Engineering, Inc.												CONSULTANTS			
		Majdi Kanaan PM	Yijin Yuan Structures Project Engineer	Lal Ahmadzi Road Design	Haroon Hashimi Design Engineer	INSPECTOR (ADKO)	CM	Total Hours (ADKO)	Total Not To Exceed Cost (ADKO)	Acrow	(Miller Pacific)	(Schaaf & Wheeler)	Total Not To Exceed Cost (Albion)	Total Not To Exceed Cost (Kleinfelder)	(ADKO) (10%)	Total Not To Exceed Cost
	BILLING RATES	*$239.00*	*$195.00*	*$185.00*	*$175.00*	*$175.00*	*$185.00*									
No.	Task Description															
1	**TASK 1: PROJECT MANAGEMENT AND MEETINGS**	32	0	0	0	0	0	32	$ 7,648.00							$ 7,648.00
	1.1 Project Management	8						8	$ 1,912.00							$ 1,912.00
	1.2 Project Meetings and Site Visit	24						24	$ 5,736.00							$ 5,736.00
2	**TASK 2: PERFORM SURVEYS AND PREPARE BASE PLANS**	1	0	0	0	0	0	1	$ 239.00				$ 15,800.00		$ 1,580.00	$ 17,619.00
	2.1 Field Surveys and Mapping	1						1	$ 239.00				$ 14,300.00	$ -	$ 1,430.00	$ 15,969.00
	2.2 Survey Verification Construction Phase							0	$ -				$ 1,500.00		$ 150.00	$ 1,650.00
3	**TASK 3: GEOTECHNICAL**	12	0	0	0	0	0	12	$ 2,868.00		$ 26,600.00	$ -	$ -		$ 2,660.00	$ 32,128.00
	3.1 Geotechnical Investigation Report with Recommendations	4						4	$ 956.00		$ 9,600.00				$ 960.00	$ 11,516.00
	3.2 Supplemental Consultation	4						4	$ 956.00		$ 2,000.00				$ 200.00	$ 3,156.00
	3.3 Construction Observation and Testing	4						4	$ 956.00		$ 15,000.00				$ 1,500.00	$ 17,456.00
4	**TASK 4: H&H/PHASE 2 DESIGN**	16	0	0	0	0	0	16	$ 7,648.00		$ -	$ 48,880.00	$ -	$ -	$ 4,888.00	$ 61,416.00
	4.1 Data Collection and Review	8						8	$ 1,912.00			$ 24,040.00			$ 2,404.00	$ 28,356.00
	4.2 Existing Conditions Hydraulic Analysis	8						8	$ 1,912.00			$ 10,700.00			$ 1,070.00	$ 13,682.00
	4.3 Proposed Conditions Hydraulic Analysis	8						8	$ 1,912.00			$ 9,400.00			$ 940.00	$ 12,252.00
	4.4 Project Management and Coordination	8						8	$ 1,912.00			$ 4,740.00			$ 474.00	$ 7,126.00
	4.5 Phase 2 Design	36	77					112	$ 23,380.00							$ 23,380.00
5	**TASK 5: ENVIRONMENTAL STUDIES**	16	0	0	0	0	0	16	$ 7,648.00		$ -	$ -	$ -	$ 301,109.00	$ 30,110.00	$ 338,867.00
	5.1 Biological Resource Assesment and Letter Report	8						8	$ 1,912.00					$ 12,747.00	$ 1,274.00	$ 15,933.00
	5.2 Cultural Resources Assesment and Letter Report	8						8	$ 1,912.00					$ 15,862.00	$ 1,586.00	$ 19,360.00
	5.3 Aquatic Resources Assessment and Report	8						8	$ 1,912.00					$ 12,400.00	$ 1,240.00	$ 15,552.00
	5.4 Permit Applications	8						8	$ 1,912.00					$ 9,000.00	$ 900.00	$ 11,812.00
	5.5 Archaeological Monitoring, Phase 1							0						$ 13,000.00	$ 1,300.00	$ 14,300.00
	5.6 Native American Monitoring, Phase 1 and 2							0						$ 23,500.00	$ 2,350.00	$ 25,850.00
	5.7 Biological Monitoring, Phase 1													$ 49,500.00	$ 4,950.00	$ 54,450.00
	5.8 CDFW Deliverables, Bio and Cultural Monitoring, Phase 2							0						$ 165,100.00	$ 16,510.00	$ 181,610.00
6	**TASK 6: DESIGN**	24	292	268	292	0	0	876	$ 163,356.00							$ 163,356.00
	6.1 Design Basis Memorandum	4		8				12	$ 2,436.00							$ 2,436.00
	6.2 35% Plans and Estimate Submittal	8	80	80	80			248	$ 46,312.00							$ 46,312.00
	6.3 65% PS&E Submittal	4	100	120	100			324	$ 60,156.00							$ 60,156.00
	6.4 95% PS&E Submittal	4	80	40	80			204	$ 37,956.00							$ 37,956.00
	6.5 100% PS&E Submittal	4	32	20	32			88	$ 16,496.00							$ 16,496.00
7	**TASK 7: CONSTRUCTION SUPPORT PHASE 1 & 2**	111	44	40	56	0	0	184	$ 52,309.00							$ 52,309.00
	7.1 Bid Support	8	8	8	8			32	$ 6,352.00							$ 6,352.00
	7.2 Design Services During Construction	32	32	32	32			128	$ 25,408.00							$ 25,408.00
	7.3 As-Built Design Plans	4	4		16			24	$ 4,536.00							$ 4,536.00
	7.4 Resident Engineer/Structures Rep	67							$ 16,013.00							$ 16,013.00
8	**TASK8: CONSTRUCTION INSPECTION**															$ 82,500.00
	8.1 Construction Inspection Service - Phase 1&2										$ 75,000.00				$ 7,500.00	$ 82,500.00
9	**TASK 9: BRIDGE SUBMITTAL**															$ 11,000.00
	9.1 Acrow Bridge Submittal							0		10000					$ 1,000.00	$ 11,000.00
	TOTAL HOURS	212	336	308	348	0	0	1,137								
	TOTAL COST	$ 50,668.00	$ 65,520.00	$ 56,980.00	$ 60,900.00	$ -	$ -		$ 241,716.00		$ 26,600.00	$ 48,880.00	$ 15,800.00	$ 301,109.00	$ 39,238.00	$ 766,843.00

1

Project 25034	Rossi Road Bridge Repair Phase 1 and 2 Overall Budget, RDS 25-25					4/14/2025
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	$1,901,396	$951,396	$950,000	$431,020	45%	$518,980
20% Construction Contingency	$393,027	$203,027	$190,000	$98,952	52%	$91,048
Design and Engineering Consultant	$348,447	$0	$348,447	$150,000	43%	$198,447
Engineering Consultant Contingency	$20,000	$0	$20,000	$0	0%	$20,000
Construction Inspection	$100,000	$0	$100,000	$44,000	44%	$56,000
County Project Management/Administration	$100,000	$0	$100,000	$50,000	50%	$50,000
Environmental Reports and Surveys	$400,000	$250,000	$150,000	$130,000	87%	$20,000
Emergency Stabilization, Access	$50,000	$0	$50,000	$40,000	80%	$10,000
Post Construction Maintenance	$75,000	$0	$75,000	$0	0%	$75,000
TOTAL	3,387,870	$1,404,423	1,983,447	943,972	48%	1,039,475

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-862

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Estrella Munoz - Junior Engineer

SUBJECT: Approval of Amendment No. 1 to Professional Services Agreement No. 220317B with Nacht & Lewis Architects, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 220317B with Nacht & Lewis Architects, Inc., increasing the contract maximum in the amount from $500,000 to $750,000 per fiscal year to provide architectural services for various Napa County projects. (Fiscal Impact $250,000 Expense; Budgeted; Various Capital Improvement Project Budgets; Discretionary)

BACKGROUND

The County operates and maintains a large variety of facility types that require architectural services to support projects. Many Capital Improvement Projects require multiple different specialties that exceed Public Works' capacity and expertise. Under the services provided by Nacht & Lewis and its subconsultants, the County has access to multiple specialties, including architectural, electrical, mechanical, and structural, all of which are vital to the maintenance of County facilities.

On February 8, 2022, staff released a Request for Qualifications (RFQ) for On-Call Architectural/Engineering and other related services for various County Facilities. After ranking and interviewing each firm's Statement of Qualifications (SOQ), the County selected Nacht & Lewis and COAR Design Group, Inc. as the most qualified firms to provide these services.

On May 3, 2022, the Board of Supervisors approved Agreement No. 220317B with Nacht & Lewis Architects, Inc., authorizing up to $500,000 per fiscal year for on-call architectural, electrical, mechanical, and structural engineering design services. In order to continue delivering projects that maintain and renovate County Facilities, staff is requesting approval of Amendment No. 1 to Agreement No. 220317B to increase the maximum compensation from $500,000 to $750,000 for fiscal years 2025-26 and 2026-27.

Requested Actions:

1. Approve and authorize Amendment No. 1 to Agreement No. 220317B with Nacht & Lewis Architects, Inc. to increase the maximum contract amount per fiscal year from $500,000 to $750,000.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Various Capital Improvement Project Budgets
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Increasing the contract not to exceed amount will provide various Napa County projects with the required technical services.
Is the general fund affected?	No
Future fiscal impact:	No future fiscal impact is anticipated.
Consequences if not approved:	Projects will not have proper engineering support and may be delayed or may not be completed.
Strategic Initiative	Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

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

AMENDMENT NO. 1

OF

NAPA COUNTY AGREEMENT NO. 220317B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 220317B is made and entered into as of this 14th day of April 2026, 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 "CONTRACTOR."

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. 220317B (the "Agreement") with CONTRACTOR on May 3, 2022, to obtain specialized services, as authorized by Government Code section 31000, in order to provide architectural, electrical, mechanical, structural, and other supporting professional design services ranging from providing incidental support for in house delivered design projects to producing complete project delivery for Napa County projects; and

WHEREAS, the parties now desire to amend the Agreement to increase the compensation for the Agreement to provide additional engineering and construction support services, already described in the Scope or Work, for various projects.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

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

   Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

2. Except as provided in paragraph 1, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

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IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement was executed by the parties hereto as of the date first above written.

NACHT & LEWIS ARCHITECTS, INC.

By _____
MIKE PARROT, President

By _____
BRIAN MAYTUM, Chair of the Board

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* Deputy County Counsel Date: March 6, 2026 [Doc No 13115818]	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-876

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Adopt a Resolution Adopting a Mitigated Negative Declaration, Approve Plans and Specifications, Authorize to Advertise for Bids, Amendment 3 to Agreement No. 250052B with Sanderson Bellecci, Inc., and a Budget Amendment for the "HSIP Cycle 11 Silverado Trail Intersection Improvements" Project.

RECOMMENDATION

Adopt a Resolution adopting a Mitigated Negative Declaration, approving the Plans and Specifications, and authorizing to advertise for sealed bids, and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code; approve and authorize Amendment No. 3 to Agreement No. 250052B with Sanderson Bellecci, Inc., for bid and construction support services and increasing contract maximum from $267,532 to $278,668 for the "HSIP Cycle 11 Silverado Trail Intersection Improvements" Project, RDS 22-26; and approve a Budget Amendment. (Fiscal Impact: $12,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Napa County received the Highway Safety Improvement Program (HSIP) Cycle 11 grant to fund safety improvements at three intersections along Silverado Trail: Oak Knoll Avenue, Zinfandel Lane, and the Strawberry Patch (located approximately 0.4 mile north of Trancas Street). However, after evaluating the safety and environmental impacts and cost implications, the County decided to remove the Strawberry Patch improvements from the project and to proceed with the planned safety improvements at the Oak Knoll Avenue and Zinfandel Lane intersections on Silverado Trail.

In general, the project includes upgrading bicycle lane striping; installing streetlighting and advanced flashing beacons; and constructing right-turn lanes at Oak Knoll Avenue. To accommodate the proposed turning lane, widening on Silverado Trail will be required, which necessitates the removal of some existing vegetation and oak trees. As part of project mitigation, trees removed will have a 2:1 replanting ratio and a three year

monitoring period, to ensure oak tree survival.

These improvements are intended to enhance overall traffic safety, improve bicycle accommodations, and increase intersection visibility to reduce the potential for collisions. The HSIP Cycle 11 grant will reimburse Napa County for eligible design and construction costs, with a total reimbursement estimated at up to $1,107,180.

Further details about the proposed improvements at these intersections are described below:

Silverado Trail at Oak Knoll Avenue:

Improvements include the installation of advanced flashing beacons on approaches to the intersection on Silverado Trail, construction of a new streetlight, widening of the Oak Knoll Avenue intersection approach to Silverado Trail, and installation of a right-turn lane on eastbound Oak Knoll Avenue. Additional work includes restriping the Silverado Trail median north of the intersection median to extend it closer to the intersection and widening the southbound lane on Silverado Trail to provide a right-turn lane onto Oak Knoll Avenue.

Silverado Trail at Zinfandel Lane:

Improvements include installation of advanced flashing beacons on approaches to the intersection on Silverado Trail and construction of a new streetlight.

In accordance with the California Environmental Quality Act (CEQA) Guidelines and Napa County's Local Procedures for compliance with CEQA, the County prepared an Initial Study (IS) to evaluate potential environmental impacts associated with the project. The IS determined that the project could result in potentially significant environmental impacts unless mitigation measures were incorporated. As a result, a Mitigated Negative Declaration (MND) was prepared to reduce all identified potential project impacts to a less-than significant level.

A Notice of Intent to Adopt the MND was circulated for public review and comment from January 2, 2026, to February 2, 2026. Comments received from the Yocha Dehe Wintun Nation were addressed in the IS/MND. With implementation of the identified mitigation measures, the project is not anticipated to result in significant environmental impacts. All mitigation measures are incorporated into the Mitigation, Monitoring, and Reporting Plan (MMRP) and project Plans and Specifications and will be implemented as appropriate before, during, and after construction.

The Plans and Specifications for the "HSIP Cycle 11 Silverado Trail Intersection Improvements" project are complete and ready for approval. The project Plans and Specifications are available to view on the https://www.napacounty.gov/1607/Current-Projects website. The Director of Public Works is requesting authorization to advertise for bids. Staff will return to the Board at the time of construction to present a detailed project budget based on the lowest responsible bid and to request a budget amendment to fund construction.

On July 9, 2024, the Board approved Agreement 250052B with the Consultant to provide Engineering, Environmental, and Construction Support Services for the HSIP Cycle 11 Silverado Trail Intersection Improvements project. Agreement No. 250052B was prepared for a maximum compensation of $191,183 for Preliminary Engineering services. There have been two amendments to the Agreement, which have increase the maximum compensation to $267,532, to accommodate additional safety improvements requested by the County in the design and increase compensation for required environmental studies. Public Works staff requests an amendment to this Agreement to increase the maximum compensation by $11,136 for a total maximum compensation of $278,668. Amendment No. 3 will provide additional funding for bidding and construction

support services.

Requested Action:

1. Adopt a Resolution which adopts a Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Plan, approves the project Plans and Specifications, and authorizes the Director of Public Works to advertise for sealed bids for the HSIP Cycle 11 Silverado Trail Intersection Improvement project;

2. Approve Amendment No. 3 to Agreement No. 250052B with Sanderson Bellecci Inc; and

3. Approve a Budget Amendment for the following (4/5 vote required):

a. Increase appropriations for Project 24015 - HSIP Cycle 11 Intersection Improv. in the Roads Fund (Fund 2040, Sub-Division 2040500) in account 52310 - Consulting Services by $12,000, offset by an increase of $12,000 in revenue account 48200 - Transfers-in from the SB-1 Non-Operating Special Revenue Fund; and

b. Increase appropriations in the SB-1 Non-Operating Special Revenue Fund (Fund 2440, Sub-Division 1220052) in account 56100 - Transfers out by $12,000, offset by use of its available fund balance.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Project 24015 will be funded by SB-1 SRF and Caltrans will reimburse 90% of expenses from the HSIP Cycle 11 Grant. The project was not budgeted as part of the annual budget process since SB1 revenues are received monthly. Staff monitors the revenues and cashflow and once there is sufficient cash, comes to the Board and requests to move forward with the project and establish a project budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This project improves the safety for all road users and utilizes grant funding to make improvements to a high-speed roadway (Silverado Trail) in an effort to reduce traffic collisions.
Is the general fund affected?	No
Future fiscal impact:	Construction will begin in FY 2025-26 and be completed by FY2026-27. Three (3) years of mitigation monitoring for oak tree replanting is expected to be completed by FY 2029-30.
Consequences if not approved:	The project will not advance to the construction phase. Failure to fund and award construction by June 30, 2026, would result in loss of HSIP grant funding and require the County to repay all funds previously reimbursed by Caltrans.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Mitigated Negative Declaration. According to the Mitigated Negative Declaration, the proposed project would have, if mitigation measures are not included, potentially significant environmental impacts in the following areas: biological resources, hydrology and water quality, transportation, and tribal cultural resources. This project site is not on any of the lists of hazardous waste sites enumerated under Government code section 65962.5.

RESOLUTION NO. 2026 -____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS ADOPTING A MITIGATED NEGATIVE DECLARATION, APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ADVERTISE FOR SEALED BIDS FOR THE HSIP CYCLE 11 SILVERADO TRAIL INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, Napa County received the Highway Safety Improvement Program (HSIP) Cycle 11 grant to fund safety improvements at two intersections along Silverado Trail: Oak Knoll Avenue and Zinfandel Lane ("HSIP Cycle 11 Intersection Improvements project"). The purpose of this project is to reduce collisions and improve safety and visibility for motorists and bicyclists at these locations; and

WHEREAS, the HSIP Cycle 11 grant will reimburse Napa County for eligible design and construction costs, with a total reimbursement estimated at up to $1,107,180 for the proposed project; and

WHEREAS, on December 16, 2025, the Public Works Department assisted by David J. Powers & Associates, Inc. prepared an Initial Study/Mitigated Negative Declaration to evaluate the potential environmental impacts associated with the HSIP Cycle 11 Intersection Improvements project; and

WHEREAS, on December 23, 2025, a Notice of Intent to Adopt a Mitigated Negative Declaration (State Clearinghouse #2025121203) for the HSIP Cycle 11 Intersection Improvements project was posted and published in accordance with CEQA Guidelines section 15072 and circulated for a public comment and review period commencing on January 2, 2026, and ending on February 2, 2026; and

WHEREAS, all mitigation measures have been incorporated into the proposed project's Plans and Specifications and will be implemented as appropriate before, during, and after construction; and

WHEREAS, the Plans and Specifications are complete and ready for approval by the Board and the Director of Public Works is requesting authorization to advertise for bids. Staff will return to the Board at the time of construction to present a detailed project budget based on the lowest responsible bid and to request a budget amendment to fund construction; and

WHEREAS, the Director of Public Works now desires that the Board adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan (MMRP), approve the Plans and Specifications, and authorize the Director to advertise for bids; and

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

1. The Board of Supervisors adopts the Mitigated Negative Declaration and MMRP pursuant to the provisions of the CEQA and of Napa County's Local Procedures for Implementing CEQA, and finds that:

a. The Board has read and considered the Mitigated Negative Declaration and MMRP prior to taking action on said Mitigated Negative Declaration and the proposed project.

b. The Mitigated Negative Declaration and MMRP are based on independent judgment exercised by the Board.

c. The Mitigated Negative Declaration and MMRP were prepared and considered in accordance with the requirements of the CEQA.

d. There is no substantial evidence in the record as a whole, that the proposed project will have a significant effect on the environment provided that measures to mitigate potentially significant impacts to biological resources, cultural resources, hazards, and hazardous materials are incorporated into the project approval.

e. There is no evidence, in considering the record as a whole, that the proposed project will have a potential adverse effect on wildlife resources or habitat upon which wildlife depends.

f. The site of this proposed project is not on any of the lists of hazardous waste sites enumerated under Government Code Section 65962.5 and is not within the boundaries of any airport land use plan.

g. The Department of Public Works is the custodian of the records of the proceedings on which this decision is based. Records are located at 1195 Third Street, Suite 101, Napa, California 94559.

[THIS SPACE INTENTIONALLY LEFT BLANK]

2. Approves Plans and Specifications for the "HSIP Cycle 11 Silverado Trail Intersection Improvement Project" and authorizes the Director of Public Works to advertise for sealed bids.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board of Supervisors held on this ___day of April 2026, by the following vote:

AYES:	SUPERVISORS	_____
		_____
NOES:	SUPERVISORS	_____
ABSTAIN:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____

_____

AMBER MANFREE
Chair of the Board of Supervisors

APPROVED AS TO FORM	APPROVED BY THE NAPA COUNTY	ATTEST: NEHA HOSKINS
Office of County Counsel	BOARD OF SUPERVISORS	Clerk of the Board of Supervisors
By: *Laura J. Anderson* Deputy County Counsel	Date:	By:_____
Date: March 19, 2026	_____ Processed By:_____ Deputy Clerk of the Board	

A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY
MITIGATED NEGATIVE DECLARATION

DESCRIPTION OF THE PROJECT

Project Title: HSIP CYCLE 11 SILVERADO TRAIL INTERSECTION IMPROVEMENTS/HSIPL-5921(090)

Project Location: The project proposes to improve three intersections on Silverado Trail at Oak Knoll Avenue, Zinfandel Lane, and the Strawberry Patch located adjacent to 2149 Silverado Trail.

Project Sponsor: Napa County Public Works Department

Project Description: Napa County was awarded the Highway Safety Improvement Program (HSIP) Cycle 11 grant to improve three critical intersections on Silverado Trail. The Proposed Project involves intersection safety improvements including the installation of flashing beacons, right-turn lanes, and left-turn lanes. The following intersections do not comply with current safety standards and need upgrades and/or installation of warning signage to improve overall visibility.

Silverado Trail at Oak Knoll Avenue: Improvements include the installation of flashing beacons on either end of the intersection on Silverado Trail, a new streetlight, widening the apron of the Oak Knoll Avenue intersection with Silverado Trail and installing a right-turn lane on eastbound Oak Knoll Avenue, restriping the median on Silverado Trail north of the intersection to extend the median closer to the intersection, and widening Silverado Trail on the southbound lane towards Oak Knoll Avenue to provide a right-turn lane.

Silverado Trail at Zinfandel Lane: Improvements include the installation of flashing beacons on either end of the intersection on Silverado Trail and a new streetlight.

Silverado Trail at the Strawberry Patch: Improvements include widening the northbound travel lane on Silverado Trail in front of the Napa Strawberry business located at 2149 Silverado Trail (Strawberry Patch) to provide room for a left-turn lane and acceleration lane.

DETERMINATION

In accordance with the Napa County procedures for compliance with the California Environmental Quality Act (CEQA), the County has completed an Initial Study to determine whether the proposed project may have a significant adverse effect on the environment. On the basis of that study, the County makes the following determination:

Although the project, as proposed, could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures are included in the project which will reduce all identified potential impacts to less than significant levels, and, therefore, this **MITIGATED NEGATIVE DECLARATION (MND)** has been prepared.

CONDITIONS (MITIGATION MEASURES)

Biological Resources:

MM BIO-1.1: If vegetation removal and/or initial ground disturbance occur during the general nesting bird season (February 1 to August 31), pre-construction surveys for nesting birds will be conducted by a qualified biologist to ensure that no nests will be disturbed during project implementation. These surveys shall be conducted no more than 14 days prior to the initiation of tree removal or ground disturbance. During this survey, a qualified biologist shall inspect all potential nesting habitats within 500 feet of impact areas for white-tailed kite, as accessible, and other raptor nests and within 100 feet of impact areas for nests of non-raptor species.

MM BIO-1.2: If active bird nests are found during the survey, an appropriate no-disturbance buffer will be established by the qualified biologist in consultation with CDFW. Buffer sizes may vary depending on bird species, location and setting of the nest, levels of ambient disturbance near the nest, and other factors. Once it is determined that the young have fledged (left the nest) or the nest otherwise becomes inactive (e.g., due to predation), the buffer may be lifted, and work may be initiated within the buffer.

MM BIO-2.1: To achieve consistency with General Plan Policy CON-24, replacement native oak trees shall be planted at a minimum 2:1 ratio, i.e., at least 12 trees planted to compensate for the six proposed for removal. The oaks shall be planted on the edge of the Valley Oak Woodland at the Strawberry Patch intersection, and in suitable location(s) at or in proximity to the Oak Knoll intersection. Given that space for planting may be limited at the Oak Knoll intersection, there shall be flexibility regarding planting location that allows for a greater (disproportionate) number of trees to be planted at the Strawberry Patch intersection. The replacement trees shall be of the same species as those removed. Container size shall be five-gallon, and caging, mulching, vertical support staking, and irrigation shall be deployed at the time of planting to increase the likelihood of survival. If after three years, 12 (or more) planted trees have survived, then the tree replacement effort will be considered a success; otherwise, additional oaks shall be installed to fulfill the minimum 2:1 requirement.

MM BIO-3.1: All construction activities shall be scheduled to occur during the dry season (April 1 through October 15). If rainfall is in the forecast, standard erosion control measures (e.g., straw waddles, bales) shall be deployed on the project area edge perpendicular to the stream. Construction personnel shall be informed of the location of the stream with both silt fencing and high visibility flagging or staking prior to construction. All materials and equipment shall be laid down as far from the stream as is feasible, and spill prevention materials will be on the ready and deployable for all construction equipment.

Cultural Resources:

MM CUL-1.1: Prior to the commencement of construction, the project sponsor shall secure the services of a qualified archaeologist. The qualified archaeologist shall prepare a workforce environmental awareness program (WEAP) to instruct construction workers of the obligation to protect and preserve valuable cultural resources. The WEAP shall be reviewed and approved by the County's Public Works Director, or the Director's designee, prior to any ground disturbance. This program shall be provided to all construction workers as a field training prior to the beginning of ground-disturbing activities, and shall include a discussion of applicable laws and penalties under the laws; samples or visual aids of resources that could be encountered in the project vicinity; instructions regarding the need to halt work in the vicinity of any potential archaeological and Native American resources encountered; and measures to notify their supervisor and the County.

MM CUL-1.2: A qualified archaeologist shall prepare a monitoring plan for the Oak Knoll and Strawberry Patch locations of the project. The monitoring plan shall be submitted to Napa County Public Works for review and approval prior to the start of any ground-disturbing activities associated with the project. Ground-disturbing activities (including, but not limited to, demolition / excavation, grading, tree removal, and utility trenching) shall be monitored by a qualified archaeologist and Native American tribal representative culturally and

geographically affiliated with the project vicinity. The qualified archaeologist and Native American tribal representative shall have authority to halt construction activities temporarily in the immediate vicinity of an unanticipated find until its significance can be assessed by the qualified archaeologist and Native American tribal representative.

After observing a representative sample of ground-disturbing activity with no cultural resources encountered, the archaeologist and Native American tribal representative may recommend that monitoring move to a part-time or intermittent schedule by mutual agreement with the County. A summary report of the monitoring results, including any protective measures implemented, shall be submitted to the County.

MM CUL-2.1: In the event of the accidental discovery or recognition of any human remains, steps would be taken in compliance with the CCR Section 15064.5. All construction activities shall cease in the immediate area, and the County Coroner would be contacted, in accordance with 14 CCR Section 15064.5(e). If the coroner determines that the human remains are of Native American origin, the Native American Heritage Commission (NAHC) shall be notified to determine the most likely descendant (MLD) for the area. The MLD would make recommendations for the arrangements for the human remains per PRC Section 5097.98.

Hazards and Hazardous Materials:

MM HAZ-1.1: Prior to any ground disturbance, a soil investigation shall be conducted to determine whether aerially-deposited lead (ADL) has affected soils that will be disturbed by the proposed project. The analytical results shall be compared against applicable hazardous waste criteria. Based on analytical results, the investigation will provide recommendations regarding management and disposal of affected soils including the reuse potential of ADL-affected soil on the project site.

MM HAZ-1.2: Testing for the presence of lead-based paint and asbestos-containing materials, on the existing roadway and roadway paint to be removed shall occur. If these substances are found to be present, applicable regulations pertaining to their removal and disposal shall be followed.

FINDING

Napa County hereby finds that the proposed project could have a significant effect on the environment; however, there would not be a significant effect in this case because mitigation measures summarized above and described in the Initial Study are included in the project which will reduce all identified potential impacts to less than significant levels.

LEAD AGENCY REPRESENTATIVE

Sydney Barclay 4/14/2026

Sydney Barclay, Associate Engineer of Public Works Date

For additional information regarding the project, please contact Sydney Barclay, Associate Engineer, Napa County Public Works Department at (707) 253-4351.

Written comments may be sent to Sydney Barclay via email at sydney.barclay@countyofnapa.org or via regular mail to Sydney Barclay, Associate Engineer, Napa County Public Works Department, 1195 Third Street, Suite 101, Napa, California.

Mitigation Monitoring and Reporting Program

HSIP CYCLE 11 SILVERADO TRAIL INTERSECTION IMPROVEMENTS/HSIPL-5921(090)

A Tradition of Stewardship
A Commitment to Service

February 2026

MITIGATION MONITORING AND REPORTING PROGRAM HSIP Cycle 11 Silverado Trail Intersection Improvements/HSIPL-5921(090)			
Mitigation and/or Avoidance Measure(s)	**Timeframe and Responsibility for Implementation**	**Method of Compliance**	**Oversight of Implementation**
Biological Resources			
MM BIO-1.1: If vegetation removal and/or initial ground disturbance occur during the general nesting bird season (February 1 to August 31), pre-construction surveys for nesting birds will be conducted by a qualified biologist to ensure that no nests will be disturbed during project implementation. These surveys shall be conducted no more than 14 days prior to the initiation of tree removal or ground disturbance. During this survey, a qualified biologist shall inspect all potential nesting habitats within 500 feet of impact areas for white-tailed kite, as accessible, and other raptor nests and within 100 feet of impact areas for nests of non-raptor species.	The construction contractors shall be responsible for implementing the mitigation measures prior to project construction.	Qualifications of proposed biologist(s) shall be submitted to Napa County and a final report documenting the survey effort and any protection measures implemented shall be submitted to the Director of Napa County Public Works prior to any grading or tree removal.	Napa County Public Works Department
MM BIO-1.2: If active bird nests are found during the survey, an appropriate no-disturbance buffer will be established by the qualified biologist in consultation with CDFW. Buffer sizes may vary depending on bird species, location and setting of the nest, levels of ambient disturbance near the nest, and other factors. Once it is determined that the young have fledged (left the nest) or the nest otherwise becomes inactive (e.g., due to predation), the buffer may be lifted, and work may be initiated within the buffer.	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	All measures shall be printed on all construction documents, contracts, and project plans and shall be reviewed by	Napa County Public Works Department CDFW

MITIGATION MONITORING AND REPORTING PROGRAM HSIP Cycle 11 Silverado Trail Intersection Improvements/HSIPL-5921(090)			
Mitigation and/or Avoidance Measure(s)	**Timeframe and Responsibility for Implementation**	**Method of Compliance**	**Oversight of Implementation**
		the Napa County Public Works Department prior to any grading or tree removal.	
MM BIO-2.1: To achieve consistency with General Plan Policy CON-24, replacement native oak trees shall be planted at a minimum 2:1 ratio, i.e., at least 6 trees planted to compensate for the 3 proposed for removal. The oaks shall be planted in suitable location(s) at or in proximity to the Oak Knoll Avenue intersection. The replacement trees shall be of the same species as those removed. Container size shall be five-gallon, and caging, mulching, vertical support staking, and irrigation shall be deployed at the time of planting to increase the likelihood of survival. If after three years, 6 (or more) planted trees have survived, then the tree replacement effort will be considered a success; otherwise, additional oaks shall be installed to fulfill the minimum 2:1 requirement.	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	A tree planting plan shall be reviewed by the Napa County Public Works Department prior to any grading or tree removal. The County shall monitor the replacement trees for a three-year period to ensure their survival and provide replacement plantings, as needed.	Napa County Public Works Department
MM BIO-3.1: All construction activities shall be scheduled to occur during the dry season (April 1 through October 15). If rainfall is in the forecast,	The construction contractors shall be	All measures shall be printed on all	Napa County Public Works Department

MITIGATION MONITORING AND REPORTING PROGRAM HSIP Cycle 11 Silverado Trail Intersection Improvements/HSIPL-5921(090)			
Mitigation and/or Avoidance Measure(s)	**Timeframe and Responsibility for Implementation**	**Method of Compliance**	**Oversight of Implementation**
standard erosion control measures (e.g., straw waddles, bales) shall be deployed on the project area edge perpendicular to the stream. Construction personnel shall be informed of the location of the stream with both silt fencing and high visibility flagging or staking prior to construction. All materials and equipment shall be laid down as far from the stream as is feasible, and spill prevention materials will be on the ready and deployable for all construction equipment.	responsible for implementing the mitigation measures prior to project construction.	construction documents, contracts, and project plans and shall be reviewed by the Napa County Public Works Department prior to contract approval.	
Cultural Resources			
MM CUL-1.1: Prior to the commencement of construction, the project sponsor shall secure the services of a qualified archaeologist. The qualified archaeologist shall prepare a workforce environmental awareness program (WEAP) to instruct construction workers of the obligation to protect and preserve valuable cultural resources. The WEAP shall be reviewed and approved by the County's Public Works Director, or the Director's designee, prior to any ground disturbance. This program shall be provided to all construction workers as a field training prior to the beginning of ground-disturbing activities, and shall include a discussion of applicable laws and penalties under the laws; samples or visual aids of resources that could be encountered in the project vicinity; instructions regarding the need to halt work in the vicinity of any potential archaeological and Native American	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	The WEAP shall be reviewed and approved by the Napa County Public Works Director, or the Director's designee, prior to any ground disturbance.	Napa County Public Works Department

MITIGATION MONITORING AND REPORTING PROGRAM HSIP Cycle 11 Silverado Trail Intersection Improvements/HSIPL-5921(090)			
Mitigation and/or Avoidance Measure(s)	**Timeframe and Responsibility for Implementation**	**Method of Compliance**	**Oversight of Implementation**
resources encountered; and measures to notify their supervisor and the County.			
MM CUL-1.2: A qualified archaeologist shall prepare a monitoring plan for the Oak Knoll Avenue project location. The monitoring plan shall be submitted to Napa County Public Works for review and approval prior to the start of any ground-disturbing activities associated with the project. Ground-disturbing activities (including, but not limited to, demolition/excavation, grading, tree removal, and utility trenching) shall be monitored by a qualified archaeologist and Native American tribal representative culturally and geographically affiliated with the project vicinity. The qualified archaeologist and Native American tribal representative shall have authority to halt construction activities temporarily in the immediate vicinity of an unanticipated find until its significance can be assessed by the qualified archaeologist and Native American tribal representative. After observing a representative sample of ground-disturbing activity with no cultural resources encountered, the archaeologist and Native American tribal representative may recommend that monitoring move to a part-time or intermittent schedule by mutual agreement with the County. A summary report of the monitoring results, including any protective measures implemented, shall be submitted to the County.	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	The monitoring plan shall be submitted to Napa County Public Works for review and approval prior to the start of any ground-disturbing activities associated with the project.	Napa County Public Works Department

MITIGATION MONITORING AND REPORTING PROGRAM HSIP Cycle 11 Silverado Trail Intersection Improvements/HSIPL-5921(090)			
Mitigation and/or Avoidance Measure(s)	**Timeframe and Responsibility for Implementation**	**Method of Compliance**	**Oversight of Implementation**
MM CUL-2.1: In the event of the accidental discovery or recognition of any human remains, steps would be taken in compliance with the CCR Section 15064.5. All construction activities shall cease in the immediate area, and the County Coroner would be contacted, in accordance with 14 CCR Section 15064.5(e). If the coroner determines that the human remains are of Native American origin, the Native American Heritage Commission (NAHC) shall be notified to determine the most likely descendant (MLD) for the area. The MLD would make recommendations for the arrangements for the human remains per PRC Section 5097.98.	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	All measures shall be printed on all construction documents, contracts, and project plans and shall be reviewed by the Napa County Public Works Department prior to contract approval.	Napa County Public Works Department
Hazards and Hazardous Materials			
MM HAZ-1.1: Prior to any ground disturbance, a soil investigation shall be conducted to determine whether aerially-deposited lead (ADL) has affected soils that will be disturbed by the proposed project. The analytical results shall be compared against applicable hazardous waste criteria. Based on analytical results, the investigation will provide recommendations regarding management and disposal of affected soils including the reuse potential of ADL-affected soil on the project site.	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	A summary of the soil investigation shall be submitted to Napa County Public Works for review and approval prior to the start of any ground-disturbing activities associated with the project.	Napa County Public Works Department

MITIGATION MONITORING AND REPORTING PROGRAM HSIP Cycle 11 Silverado Trail Intersection Improvements/HSIPL-5921(090)			
Mitigation and/or Avoidance Measure(s)	**Timeframe and Responsibility for Implementation**	**Method of Compliance**	**Oversight of Implementation**
MM HAZ-1.2: Testing for the presence of lead-based paint and asbestos-containing materials, on the existing roadway and roadway paint to be removed shall occur. If these substances are found to be present, applicable regulations pertaining to their removal and disposal shall be followed.	The construction contractors shall be responsible for implementing the mitigation measures during project construction.	A summary of the lead and asbestos testing shall be submitted to Napa County Public Works for review and approval prior to the start of any ground-disturbing activities associated with the project.	Napa County Public Works Department

Source: Napa County. *HSIP Cycle 11 Silverado Trail Intersection Improvements Initial Study/Mitigated Negative Declaration.* January 2026.

County of Napa
Public Works Department

BUDGET SUMMARY: HSIP CYCLE 11 SILVERADO TRAIL INTERSECTION IMPROVEMENTS PROJECT, RDS 22-26						
						3/24/2026
Budget Item, Program 24015	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$750,000	$0	$0	$0	0%	$0
10% Construction Contingency	$75,000	$0	$0	$0	0%	$0
Design and Engineering	$244,700	$12,000	$232,700	$224,003	96%	$8,697
15% Design and Engineering Contingency	$37,300	$0	$37,300	$0	0%	$37,300
Construction Management	$125,000	$0	$0	$0	0%	$0
County Project Management/Administration	$75,000	$0	$75,000	$65,844	88%	$9,156
Environmental, Geotechnical and Special Inspections	$20,000	$0	$20,000	$10,448	52%	$9,552
Permits	$10,000	$0	$10,000	$0	0%	$10,000
TOTAL	$1,337,000	$12,000	$375,000	$300,295	80%	$74,705

AMENDMENT NO. 3

OF NAPA COUNTY AGREEMENT NO. 250052B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 of NAPA COUNTY AGREEMENT NO. 250052B ("Amendment No. 3") is made and entered into as of the 14th day of April, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SANDERSON BELLECCI, INC. DBA SANBELL, previously known as Bellecci & Associates, Inc., a California corporation, whose mailing address is 2290 Diamond Boulevard, Suite 100, Concord, CA 94520, hereinafter referred to as "CONTRACTOR" or "CONSULTANT".

RECITALS

WHEREAS, on July 9, 2024, COUNTY entered into Napa County Agreement No. 250052B with CONTRACTOR (the "Agreement") for $191,183.00 to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the HSIP Cycle 11 Silverado Trail Intersection Improvements Project, RDS 22-26, hereinafter referred to as "the Project;" and

WHEREAS, on March 25, 2025, the parties entered into an amendment to the Agreement ("Amendment No. 1") to expand the scope of services and to increase the total compensation by $71,086 for additional engineering design and support services for the Project; and

WHEREAS, on January 27, 2026, the parties entered into an amendment to the Agreement ("Amendment No. 2") to expand the scope of services and to increase the total compensation by $5,263 for additional engineering design and support services for the Project; and

WHEREAS, COUNTY and CONSULTANT now desire to amend the Agreement to expand the Consultant's scope of services and to increase total compensation by $11,136 for bid and construction support services for the Project.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

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

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" attached to the Agreement as originally approved, those additional services set forth in Exhibits "A-1" and "A-2" attached to Amendment Nos. 1 and 2, respectively and those additional services set forth in Exhibit "A-3," attached to this Amendment No. 3 of the Agreement, said Exhibits being incorporated herein by this reference.

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

Compensation.
(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work in the Exhibit "A," COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached to the Agreement as originally approved. In consideration of CONTRACTOR's fulfillment of the promised work in Exhibits "A-1" and "A-2," COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "B-1" and "B-2" attached to Amendment Nos. 1 and 2 of the Agreement, respectively. In consideration of CONTRACTOR's fulfillment of the promised work in Exhibit "A-3," COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-3," incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be TWO HUNDRED SEVENTY EIGHT THOUSAND SIX HUNDRED SIXTY EIGHT DOLLARS AND ZERO CENTS ($278,668.00); 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. The actual payments made under this Agreement for the work in Exhibits "A," "A-1," "A-2," and "A-3" shall also not exceed the per task maximum amounts set forth in Exhibit "B," "B-1," "B-2," and "B-3," respectively, unless prior written consent to exceed a maximum amount for a specific task has been authorized in writing by the Director of Public Works or designee. Any approval by the Director of Public Works or their designee to exceed per task maximum shall not alter the maximum payment due under this Agreement as set forth in the first sentence of this subparagraph.

3. Except as provided in Paragraphs 1-2, above, all other provisions of the Agreement as amended by Amendment Nos. 1 and 2 shall remain in full force and effect as approved previously.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 3 to Napa County Agreement No. 250052B effective as of April 14, 2026.

BELLECCI & ASSOCIATES, INC.

By _____
DANIEL LEARY, Principal

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel *By:* *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: March 19, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT "A-3"

SCOPE OF WORK

In addition to the services included in Exhibits "A," "A-1," and "A-2", CONTRACTOR shall provide COUNTY with the following services for the Silverado Trail Intersection Improvements Project. Amendment No. 3 adds a new Tasks 8 and 9 to provide bid and construction support:

TASK 8: BID SUPPORT SERVICES

Sanbell will support the County during the bidding period. Bidding support services will be performed as needed, not to exceed the hours shown in Exhibit B-3. Bidding support services may include, but are not limited to, attending a pre-bid meeting, responding to bidder requests-for-information (RFI's), preparing bid addendums, and preparing conform plans and specifications after the bid opening and prior to construction.

TASK 9: CONSTRUCTION SUPPORT SERVICES

Sanbell will provide support to the County's Construction Manager and Resident Engineer and/or County Inspector with a variety of services. Construction support services will be performed as needed, not to exceed the hours shown on Exhibit B-3. Construction support services may include, but are not limited to, attending a pre-construction meeting, reviewing submittals, responding to RFI's, conducting site visits, providing design clarification, and preparing record drawings.

Exhibit "B-3"
COMPENSATION AND EXPENSE REIMBURSEMENT

Amendment No. 3															Total
Task	Task Description	Prin Eng II	Prin Eng I	Prof. Eng I / Traf Eng	Eng III	Eng II	Assist Eng II	Assist Eng I	Survey Tech III	Prof Land Surv II	Survey, Chief	Survey, Journ Rod	Survey, Appren	Total Hours	Total Civil Survey Costs	Total Fee
		$278.03	$274.10	$172.65	$162.56	$134.53	$114.91	$98.09	$145.74	$246.64	$153.50	$130.61	$112.44			
8	Bid Support Services		4	6			8							18	$3,052	$3,052
9	Construction Support Services (T&M) - basic		6	16			32							54	$8,084	$8,084
		0	**10**	**22**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**72**	**$11,136**	**$11,136**

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-846

TO: Board of Supervisors

FROM: Oscar Ortiz, Sheriff-Coroner, Deputy Director of Emergency Services

REPORT BY: Brieanna Jones, Emergency Services Officer

SUBJECT: Homeland Security Grant FY24- Capital Asset Purchase

RECOMMENDATION

Authorize the purchase of a capital asset for two unmanned aerial systems (UAS) BRINC Lemur 2 drone Operations Bundles; approve a sole source waiver of competitive bidding; and approve a Budget Amendment with appropriation from FY24 Homeland Security Grant Program (HSGP). (Fiscal Impact: $40,000 Expense, General Fund; Budgeted; Discretionary)

[4/5 votes required]

BACKGROUND

Napa County Office of Emergency Services (OES) manages the Homeland Security Grant Program and participation of FY2024 was previously approved by the Board of Supervisors on February 25, 2025. Napa County OES works with law enforcement, fire, EMS, and public health to help distribute funds to mitigate, prepare, respond, and recover from acts of terrorism. The Homeland Security Grant Program has a requirement for all activities to have a nexus to terrorism to receive funds. Any purchases made through grant funding with OES is deployable to any agency within the county and this purchase will benefit countywide response operations.

Napa County OES found a need within the Napa County Sheriff's Office Small Unmanned Aircraft Systems (sUAS) Team. The drones are used to protect lives and property of citizens of Napa County and first responders in a constitutionally and legally sound manner and in compliance with all regulations. This equipment will be used for real time surveillance of planned and unplanned events within Napa County. The sUAS Team operates under the Federal Aviation Administration (FAA) guidelines and all pilots undergo strict training, including obtaining FAA Remote Pilot Licensing.

The sUAS Team currently operates several different types of DJI Mavic drones which are sufficient for basic surveillance tasks, but there is a growing need for versatile drones that can be utilized in a multitude of law enforcement operations. To address this need, the Sheriff's Office has been researching today's drone market for suitable drone models and has found one in the BRINC Lemur 2 drone.

The BRINC Lemur 2 drone is the only law enforcement grade drone system that offers a wide range of capabilities, including maneuvering in tight spaces, breaking windows for entry, pushing doors open, delivering or dragging small objects during negotiations with a payload attachment, resume normal operation if dropped, flip over if knocked over on its back, ability to produce real time floor plans, and can be deployed in under a minute. In addition, it is weather resistant, has an integrated spotlight, night vision, two-way communication, has obstacle awareness, and thermal vision. These capabilities allow the drone to be utilized in many different situations.

BRINC is the sole manufacturer and developer of the Lemur 2 drone as well as the sole provider of a proprietary comprehensive fleet management, live streaming, and operations hub. This drone is manufactured in the United States and meets the security standards set forth by the National Defense Authorization Act (NDAA). Thus, pursuant to County Purchasing Policy section 4-4, subd. (a), because the equipment is one of a kind, has unique design and performance specifications, and the competitive products are inadequate, a sole source purchase is justified.

Recommendations:

1. Authorize the purchase of two BRINC Lemur 2 drone Operations Bundles and establish it as a capital asset in the amount of $40,000.

2. Approve a Budget Amendment in the OES Grant's budget Equipment expenses (Fund 1000, Org 1380005, Obj 55400), increasing appropriations by $40,000, offset by a decrease in appropriations of the same budget of $40,000 from Computer Equipment (Object 53410)

[4/5 vote required]

3. A waiver of competitive bidding requirements and sole source award for the purchase of two BRINC Lemur 2 drone Operations Bundles from BRINC for a total of $40,000 pursuant to Napa County Code section 2.36.090 and County Purchasing Policy section 4-4.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	OES Grants Budget 1380005, Object 53410
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	The purchase of the two versatile BRINC Lemur 2 drones enhances officer safety, operational efficiency, and community service capabilities. Modern public safety drones provide cost-effective aerial support that improves situational awareness while reducing risk to personnel and the public.
Is the general fund affected?	Yes
Future fiscal impact:	This expense will be reimbursed by Homeland Security Grant Program FY24.
Consequences if not approved:	If not approved, OES would not purchase the Lemur 2drones, which can be an essential tool to effectively assist during critical incidents and natural disasters, and grant activity will not be continued.

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.

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-868

TO: Board of Supervisors

FROM: Oscar Ortiz- Sheriff/Coroner, Deputy Director of Emergency Services

REPORT BY: Brieanna Jones-Emergency Services Officer

SUBJECT: Emergency Management Performance Grant FY24 - Capital Asset Purchase

RECOMMENDATION

Approve the purchase of a capital asset for a communications vehicle for the Office of Emergency Services; and approve a Budget Amendment with appropriations from FY24 Emergency Management Performance Grant (EMPG). (Fiscal Impact: $60,000 Expense, General Fund; Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

Napa County Office of Emergency Services (OES) manages the Emergency Management Performance Grant and participation in the FY24 EMPG program was previously approved on February 25, 2025, by the Board of Supervisors. Napa County OES originally planned to spend the funds on a platform for the Emergency Operations Center (EOC) as well as a recovery exercise after the Emergency Operations Plan and its new recovery annex were adopted by the board.

In August of 2025, the Pickett Fire occurred in Napa County, and the EOC was able to transition to the Recovery Operations Center in real time without the need for a recovery exercise. OES was able to modify the grant with California Office of Emergency Services (Cal OES) to, instead, purchase a vehicle for OES to help with communications challenges when the need arises. Napa County has inclement weather in the winter months and cell towers that need regular maintenance to support emergency communications. Napa County OES will be purchasing a 4-wheel drive vehicle to assist in the delivery of critical communications repairs and maintenance. This purchase is supported by law enforcement, fire, and EMS as communication is a crucial element to response.

Requested Actions:

1. Authorize the purchase of a communications vehicle and establish it as a capital asset in the amount of $60,000; and

2. Approve a Budget Amendment in the OES Grant's budget Capital Asset Equipment expense (Fund 1000, Org 1380005, Obj 55400), increasing appropriations by $60,000, offset by a decrease in appropriations of the same budget of $60,000 from Professional Services (Object 52490).

   [4/5 vote required]

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	OES Grants Budget 1380005, Object 52490
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The purchase of this communications vehicle enhances ability to respond to repairs and maintenance of critical communications towers.
Is the general fund affected?	Yes
Future fiscal impact:	This expense will be reimbursed by Emergency Management Performance Grant FY24. Future vehicle service and maintenance costs will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If not approved, OES will not purchase a communication vehicle, which can be essential to communications equipment and grant activity will not be continued for EMPG.

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.

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-298

TO: Board of Supervisors

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

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

SUBJECT: 2025 Great Wine Capitals Report

RECOMMENDATION

Receive a presentation by Board Chair Amber Manfree, Supervisor Anne Cottrell, Chief Executive Officer Ryan J. Alsop, Agricultural Commissioner/Sealer of Weights & Measures Tracy Cleveland, Visit Napa Valley CEO and President Linsey Gallagher, and Napa Valley Vintners on Napa County's participation in the 2025 Great Wine Capitals (GWC) Annual Conference held in Bordeaux, France on November 1-7, 2025. (No Fiscal Impact)

BACKGROUND

The Great Wine Capitals Global Network (GWC) is an organization representing the most distinguished wine regions of the world. The GWC works to encourage international winery tourism as well as economic, academic, and cultural exchanges between members. Only one region per country can be selected as a "Great Wine Capital" and Napa Valley - San Francisco has been designated to represent the United States. Napa Valley - San Francisco joined the GWC in 2006. The cost of membership is jointly shared by the Napa Valley Vintners, Visit Napa Valley, and the County of Napa. Representatives meet annually in a designated wine capital. The Board of Supervisors have agreed on the importance of County officials participating in the GWC program due to the global nature of the wine business in Napa County and the forum created by GWC to discuss issues of economic significance to the County and local wine industry.

Current GWC members include Adelaide, South Australia; Bilbao-Rioja, Spain; Bordeaux, France; Hawke's Bay, New Zealand; Lausanne, Switzerland; Mainz-Rheinhessen, Germany; Mendoza, Argentina; Napa Valley-San Francisco, USA; Porto, Portugal; Valparaiso-Casablanca Valley, Chile; and Verona, Italy.

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.

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-856

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

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

SUBJECT: Appointment to the First 5 Napa County Children and Families Commission

RECOMMENDATION

Appoint one of the following three applicants to serve on the First 5 Napa County Children and Families Commission for a position whose terms of office to commence immediately and expires on January 1, 2027. (No Fiscal Impact)

Dr. Joseph M. Carrillo

Erika Lubensky

Dr. Priscilla Mora

BACKGROUND

There is currently one vacancy due to a resignation on the First 5 Napa County Children and Families Commission. The County Executive Office advertised the vacancy and received three applications from Dr. Joseph M. Carrillo, Erika Lubensky, and Dr. Priscilla Mora.

On March 2, 1999, the Board of Supervisors adopted Ordinance No. 1154 establishing a nine-member commission known as the Napa County Children and Families First Commission to meet the requirements of the California Children and Families First Act of 1998. Pursuant to the Act, the Commission developed and adopted a County Strategic Plan and will continue to promote and implement the plan for local early childhood development programs consistent with the goals and objectives of the California Children and Families First Act as set forth in the Health and Safety Code.

The nine-member Commission consists of the following categories:

a. Two members selected from among the County Health Officer and persons responsible for management of County functions pertaining to children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse treatment services (commonly referred to as "County Representatives");

b. One member of the Board of Supervisors; and

c. Six members selected from among the services described in "a" above and persons from the following categories:

- recipients of project services included in the County Strategic Plan,
- educators specializing in early childhood development,
- representatives of a local child care resource or referral agency or a local child care coordinating group,
- representatives of a local organization for prevention or early intervention for families at risk,
- representatives of community-based organizations that have the goal of promoting nurturing and early childhood development,
- representatives of local school districts, and
- representatives of local medical, pediatric or obstetric associations or societies.

On March 23, 2026, the First 5 Napa County Children and Families Commission met at a regular meeting and voted to recommend Dr. Joseph M. Carrillo to the First 5 Napa County Children and Families Commission. (Recommendation letter attached)

PROCEDURAL REQUIREMENTS:

1. Staff report.
2. Public comments.
3. Motion, second, discussion, and vote on the item.

Requested Action:

Accept the recommendation of the First 5 Napa County Children and Families Commission and appoint Dr. Joseph M. Carrillo to the First 5 Napa County Children and Families Commission.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California

Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

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

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

Public Records Act

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

Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County First 5 Children and Families Commission: Submitted

Category of Membership for Which You Are Applying

Comissioner

Profile

Joseph (First Name) | M (Middle Initial) | Carrillo, Md (Last Name)

Email Address

Home Address | Napa, CA 94558 (Suite or Apt)

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

Which supervisorial district do you reside in? *

☑ District 4

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

Primary Phone

Retried	Physician/Pediatrician	Physician
Employer	Job Title	Occupation

Education/Experience

See curriculum vitae/resume

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

Single

Resume

Updated_February_2026.doc
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

Medical Board of California, 2004 - present. Massachusetts Board of Registration in Medicine, 1987 - 2003, voluntary resignation.

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

Marlena Garcia, Executive Director, Parents CAN. erence Mulligan, CEO/President, Napa Valley Community Foundation. A hief Medical Officer, Queen of Valley Medical Center/Providence He m.

Community Participation

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

I have been a community pediatrician in Napa Valley for the past 21 years at Harvest Pediatrics. I recently retired from medical practice. During my time in Napa Valley, I have served on the Boards of Queen of the Valley Medical Center, Napa Valley Community Foundation, and Ole Health/CommuniCare. I was a founding member of the Children's Health Initiative, whose mission was to ensure all children in Napa County had health insurance and access to medical care.

Nature of activity and community location

Throughout my medical career, my passion has been to serve the underserved and promote early childhood development. My professional and academic record speaks for itself, as evidenced in my CV/resume. I held leadership roles at premier medical institutions and served on boards that serve the community in Massachusetts and California.

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

None.

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

None.

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Joseph Carrillo, MD

Date

2/5/2026

February 5, 2026

JOSEPH M. CARRILLO, MD

Home Napa, CA 94558

Mobile

Work Retired

Email

PROFESSIONAL EXPERIENCE

Harvest Pediatrics, Napa, CA **January 2004-December 2025**
Private practice pediatric primary care provider, partner & owner
A pediatric private practice providing pediatric primary care to infants, children, and adolescents since 1986. Harvest Pediatrics is the largest private pediatric practice in the Napa Valley. The practice is unique in that it serves children with Medicaid coverage and privately insured children. The practice provides comprehensive pediatric and adolescent health services to over 5,000 children. Two offices are in Napa and St. Helena.

- Project site for Dr. T. Berry Brazelton's Touchpoints Program, Children's Hospital Boston, 1998-2004.
- The practice employs a staff of twenty culturally and linguistically diverse individuals to facilitate medical care and business operations.
- In 2009, the physicians and staff were recognized by the Medical Leadership Council of California and the American Academy of Family Practice as a best practice in providing culturally and linguistically appropriate care.
- The physicians in the practice are active medical staff members at the Queen of the Valley Medical Center/Providence St. Joseph Health.
- The practice consistently receives distinction as a top performer for childhood quality indicators from Partnership Health Plan, a regional Medicaid HMO.
- Dr. Carrillo is a member of the Early Childhood Expert Panel, Bright Futures, American Academy of Pediatrics, Elk Grove, IL. He has participated in the revisions of preventive pediatric care guidelines for the past two editions.
- Harvest Pediatrics participates in several community partnerships with local non-profits, including Parents CAN, Community Resources for Children, Ole Health Community Health Center, If Given A Chance Foundation, and LGBTQ Connection Napa.
- Partner, Harvest Pediatrics, Inc., Napa, CA, September 2007-2020.
- Sole Owner, Harvest Pediatrics, Inc., Napa, CA, January 2021.
- Practice sold to Pediatric Associates Family of Companies, Hollywood, Florida, November 2023.

- Lead Clinician, Harvest Pediatrics, Pediatric Associates, November 2023 -December 2025.

Queen of the Valley Medical Center **January 2005-Decmber 2014**
Board of Trustees
A Catholic, nonprofit medical center established by the Sisters of St. Joseph of Orange in 1957, QVMC provides health care to residents of Napa Valley regardless of their ability to pay. QVMC is part of St. Joseph Health System (SJHS) in Orange County, CA.

- Provided physician leadership in the areas of clinical quality and community benefits at the governance level of the organization.
- Clinical quality at QVMC has been recognized by SJHS as the top medical center in the system to achieve quality benchmarks for HCAPS.
- Led the Board of Trustees to approve & implement the *"Advancing the State of the Arts in Community Benefit"* model.
- Community benefit program, CARE Network, received the 2012 Nova Innovation Award from the American Hospital Association.
- Raised $50,000 in donor contributions for the new state-of-the-art surgical and intensive care pavilion.

Community Catalyst, Boston, MA **February 2003-December 2003**
Physician Convener, Physician Diversity Project
A national project funded by a grant from the W.K. Kellogg Foundation to address the under-representation of racial and ethnic minorities in the physician workforce that seeks to develop and implement networks and strategies to increase the number and proportion of physicians from underrepresented racial and ethnic groups. Part of a national initiative that includes a Blue-Ribbon Commission led by Louis J. Sullivan at Duke University School of Medicine and a study committee led by the Institute of Medicine in Washington DC.

- Provided coordination nationally with Duke University, the Institute of Medicine, and the Kellogg Foundation, conducting outreach within the academic and practitioner medical communities in New York and Massachusetts.
- Spokesperson to media, government, and regulatory bodies.
- Participated in the formation of community and academic committees in New York and Boston to develop partnerships and strategic plans to increase the number of underrepresented minorities in medicine.
- Primary author of Physician Diversity in the Commonwealth of Massachusetts: Where Are We? What Can Be Done, Community Catalyst, Boston, MA.

Children's Hospital, Boston, MA **January 1999-November 2003**
Vice President for Community Health & Diversity
Responsible for the development, coordination, and implementation of community child health initiatives to support an integrated system of pediatric health care. Responsible for clinical and administrative oversight of the Urban Health Network and Community Benefits at the senior level. Total budget $1.5 million.

- Developed a network of 12 affiliated community health centers to support an integrated system of health care for urban children. The initiative resulted in a 2% increase in the overall urban market share for inpatient discharges, a 10% increase in inpatient discharges, and a 13% increase in specialty referrals from health centers participating in the network.

Total incremental revenue generated $850,000.

- Established computer connectivity to 14 community health centers with the hospital's information system network. The connectivity facilitated the communication of clinical information, including inpatient discharge summaries, ambulatory notes, radiology and laboratory reports, and general hospital information, which resulted in enhanced provider satisfaction with communication from the hospital.
- Principal in the establishment of the Office of Child Advocacy, integrating the functions of the departments of Government Relations and Community Benefits. The Office serves as a model for pediatric advocacy at the local, state, and federal levels by aligning the hospital with community partners, supporting an integrated child health system, and advocating for legislative changes.
- Led the planning and design of public health child initiatives that focused on the prevention of childhood injuries, asthma, and access to health care. Programs developed include a child passenger safety program, a sports helmet safety program, a window guard program, an asthma camp, an asthma swim program, a community-based developmental evaluation program, and a shuttle service for urban families. Raised over $500,000 in philanthropic support to enhance programmatic efforts.
- Led team of 40 employees and medical staff in completing an institution-wide assessment of diversity and cultural competency. As a result, a Diversity Council was established and comprises 25 members representing staff from a variety of departments, a cross-section of job levels, and diverse backgrounds. The council develops, leads, and coordinates institutional efforts; serves as an ambassador to staff; and identifies opportunities to enhance cultural competency.
- Participated in the development of a comprehensive institutional signage program that includes primary signage in English & Spanish, color and symbol coded, and locator kiosks in the main lobby to assist families in finding their way, available in six languages.
- Course director, *Community Child Health Roundtables in Primary Care & Early Childhood Development*, a CME program for community health center providers at Harvard Medical School and Children's Hospital Boston.
- Practiced clinical pediatrics at Children's Hospital Boston and South End Community Health Center.

Martha Eliot Health Center, Jamaica Plain, MA **May 1993-June 2000**
Executive Medical Director

Provided leadership, accountability, vision, and direction of a comprehensive community health center serving 10,000 urban Latino and African American families. Operating budget of $5.4 million with 150 employees and providing 56,000 patient visits per year. Services include Pediatric Medicine, Adolescent Medicine, Women's Health, Internal Medicine, Human Services, Optometry, Nutrition, Laboratory, Newborn Home Visiting, HIV Prevention, Testing & Treatment, and Substance Abuse Treatment. Responsible for oversight of clinical programs, compliance, operations, strategic planning, business development, finances, and marketing.

- Developed, engaged, and supported an 18-member active and participatory Community Board, representing the community and consumers served by the health center, to advise and guide health center programmatic activities.
- Led efforts to construct a 25,000-square-foot state-of-the-art health facility.

- Led the development of grant proposals to support public health initiatives at the health center, addressing infant mortality, HIV/AIDS prevention, domestic and youth violence, and substance abuse. Total awards: $2.2 million.
- Raised $500,000 in private philanthropic funding to support health center programs and establish an endowment for the center.
- Developed and oversaw re-engineering of front-line registration processes, which resulted in an 8-minute decrease in waiting time for patients to complete registration.
- Led the revision of patient encounter forms and the training of providers on compliance with coding and documentation. Efforts resulted in a $1 million increase in gross patient revenue.
- Developed and led strategies to enroll uninsured and underinsured children and families into a health insurance program. Efforts resulted in a 20% center-wide decrease in self-pay/uninsured patients; 99% of children receiving care at the health center were enrolled in an insurance program.
- Expanded hours of operation include evening and weekend hours that resulted in a 10% increase in patient volume and revenue enhancement of $250,000.
- Established productivity standards for clinical providers and an annual peer review physician evaluation process that resulted in a net increase of patient volume by 5% and enhanced physician satisfaction.
- Integrated residency training in pediatric medicine and combined internal medicine/pediatric medicine, fellowship training in general pediatric medicine, and the training of pre-doctoral minority psychology and social work students into 3 clinical care programs. Three general pediatric fellows, 10 pediatric residents, 4 internal medicine/pediatric residents, 12 psychology interns, and 5 social work students successfully completed their training.
- Recruited and retained six faculty physicians of color to provide clinical care.
- Established a medical student mentorship program for youth in the neighborhood served by the health center. Twenty-three medical students served as mentors for 17 neighborhood youth.
- Practiced primary care pediatrics.

Commonwealth of Massachusetts, Department of Public Health, Bureau of Family and Community Health, Boston, MA **1992-1993**
Medical Consultant

Children's Hospital, Boston, MA **1990-1993**
Director, Preschool Function Program

Action for Boston Community Development/Head Start Programs **1989-1994**
Boston, MA
Pediatric Medical Consultant

Hennigan Elementary School, Boston, MA **1989-1994**
School Physician

South End Community Health Center, Boston, MA **1989-2003**
Attending Pediatrician

Dar A Luz Prenatal Clinic for Hispanic Women, University of Arizona **1979-1984**

Department of Family and Community Medicine, Commitment To Underserved People (CUP) Program, Tucson, AZ
Co-Founder and Co-Director

EDUCATION, TRAINING AND ACADEMIC APPOINTMENTS

BS	Microbiology, University of Arizona, Tucson, AZ	1975-1979
MD	University of Arizona College of Medicine, Tucson, AZ	1979-1984
Internship	Pediatrics, Children's Medical Center, Dallas, TX	1984-1985
Residency	Pediatrics, Children's Medical Center, Dallas, TX	1985-1987
Fellowship	Pediatrics, Children's Hospital, Boston, MA	1987-1989
Instructor	Pediatrics, Harvard Medical School, Boston, MA	1989-2002
Assistant Professor	Pediatrics, Harvard Medical School, Boston, MA	2002-2005

LICENSURE AND CERTIFICATION

American Board of Pediatrics, Diplomat, 1989-present
Massachusetts Board of Registration in Medicine, Expiration Date: August 2005
The Medical Board of California, Physicians & Surgeons, active & licensed, 2004-present

BOARD & COMMITTEE MEMBERSHIPS

1996-1998	Board of Directors, Boston Healthy Start Initiative, Boston Public Health Commission, Boston, MA
1998-2003	Chair, Academic Societies Committee on Community Service, Harvard Medical School, Cannon Society, Boston, MA
1998-2003	Member, City of Boston Public Health Advisory Council, Boston Public Health Commission, Boston, MA
1998-2003	Board of Trustees, New England Aquarium; Chair, Trustee Committee for Community Relations, Boston, MA
1998-2003	Board of Directors, Executive Committee, and Chairperson, Clinical Quality Committee, Massachusetts League of Community Health Centers, Boston, MA
1998-2003	Member, Patient Care Assessment & Credentialing Committees, Neighborhood Health Plan, Boston, MA
1999-2004	Program Advisory Committee, Anne E. Dyson Initiative: Pediatric Training in the Community, The Dyson Foundation, New York City, NY
2000-2003	Board of Directors, Kenneth B. Schwartz Center, Massachusetts General Hospital, Boston, MA
2000-2003	Founding Commissioner, Catastrophic Illness in Children Relief Fund, Commonwealth of Massachusetts Executive Office of the Governor, Boston, MA
2001-2003	Member, Medical Staff Credentialing Committee, Children's Hospital, Boston, MA
2001-2003	Chair, Diversity Council, Children's Hospital, Boston, MA
2002-2003	Member, Advisory Board, Massachusetts College of Pharmacy and Health

	Sciences, Boston, MA
2002-2003	Member, Advisory Council, Harvard Center for Society & Health, Harvard School of Public Health, Boston, MA
2003-2017	Member, Early Childhood Expert Panel, Bright Futures, American Academy of Pediatrics, Elk Grove, IL
2004-2014	Member, Community Benefit Committee, Queen of the Valley Medical Center, Napa, CA
2005-2008	Founding Member of the Board of Directors, Children's Health Initiative, Napa County, Napa, CA
2006-2014	Board of Trustees, Queen of the Valley Medical Center, St. Joseph Health Care System, Napa, CA
2007-2011	Chair, Community Benefits Committee, Queen of the Valley Medical Center, Napa, CA
2008-2011	Member, Medical Leadership Council, American Academy of Family Practice, Los Angeles, CA
2008-2014	Board of Directors, Napa Valley Community Foundation, Napa, CA
2008-2014	Chair, Clinical Quality Committee, Board of Trustees, Queen of the Valley Medical Center, Napa, CA
2009-2011	Chair, Department of Pediatrics & Obstetrics, Queen of the Valley Medical Center, Napa, CA
2013-2018	Board of Directors, St. Joseph Health Foundation, Orange, CA
2017-2022	Board of Directors, Ole Health Community Health Center, a federally qualified community health center serving Napa & Solano Counties. Formally established the Board of Directors Clinical Quality Committee.

PROFESSIONAL MEMBERSHIPS

American Academy of Pediatrics, Fellow
Massachusetts League of Community Health Centers, Lifetime Member

Napa County Medical Society, Member

BIBLIOGRAPHY

Original Articles :

1. **Carrillo, J.M.**, Pust, R.E., Borbon, J.: Dar A Luz: A Perinatal Care Program for Hispanic Women on the U.S.-Mexico Border. Am J Prev Med 1986; 2:26-9.
2. Palfrey, J.S., **Carrillo, J.M**.: Pediatrics and Community Services: Challenges and Opportunities for the 1990's. Current Opinion in Pediatrics 1990; 2:895-904.
3. Wasserman, R.C., Mosely, T.A.E., Gerson, W.T., **Carrillo, J.M**.: Issues Facing Practicing Pediatricians and their Patients. Ambulatory Child Health 1995; 1:3-8.
4. Tuakli-Williams, J., **Carrillo, J.M**.: The Impact of Psychosocial Stressors on African American and Latino Preschoolers. J Nat Med Assoc 1995; 7:473-78.
5. McGravey, A.R., Bithoney, W.G., Nethersole, S., **Carrillo, J.M**.: Serving the Underserved: residency training issues. Ambulatory Child Health 1996; 1:244-249.

Proceedings of Meetings

1. Bithoney, W.G., Wright, J.A., Ashenburg, C.A., Benett-Kaufman, M., Birch, L., **Carrillo, J.M.,** Chatoor, I., Darden, P.M., Dennison, B.A., Grossman, L.K., Kerzner, B., Kessler, D.B., Kim, M.R., Langkamp, D.L., Osborn, L.M., Sutter, E., Strauss, R.S., Suskind, R.M., Tuakli-Williams, J.: Pediatric Nutritional Challenge: From Under-nutrition to Over-nutrition. Report on the 28th Ross Roundtables on Critical Approaches to Common Pediatric Problems, August 1997.

Technical Reports

1. **Carrillo, J.M.**, Comparison of Independent and Hospital-Operated Community Health Centers. Report. Children's Hospital Boston, Office of Network Development and Community Benefits, Boston, MA, 1994
2. **Carrillo, J.M.**, Analysis of Physician Salaries at Community Health Centers in Boston. Report. Children's Hospital Boston, Office of Network Development and Community Benefits, Boston, MA, 1996
3. **Carrillo, J.M**., Urban Health Network Strategic Plan. Report. Children's Hospital Boston, Office of Child Advocacy, Boston, MA, 2000
4. **Carrillo, J.M**., Diversity and Cultural Competency Task Force. Report. Children's Hospital Boston, Office of Child Advocacy, Boston, MA, 2001
5. **Carrillo, J.M.,** Delaney, D., Physician Diversity in the Commonwealth of Massachusetts: Where Are We? What Can Be Done, Community Catalyst Initiative, Health Care For All, Boston, MA, 2004.

Clinical Communications

1. **Carrillo, J.M.**, Kim, M.: A Guide for Parents of Children with Attention Difficulties. Children's Hospital, 1991; Boston, MA

Educational Materials

1. **Carrillo, J.M.**, Course Syllabus, Community Pediatricians Fellowship in Developmental and Behavioral Pediatrics, Children's Hospital, Boston, MA, 1990-1992
2. **Carrillo, J.M.**, Course Syllabus, General Pediatric Medicine Fellowship, Children's Hospital, Boston, MA, 1989-1992

Awards and Recognition

- Melvin B. Levine Award, Developmental & Behavioral Pediatrics, Children's Hospital Boston, 1987
- Unsung Hero Award, Greater Boston Lions' Club, 2000
- Values in Action, Social Justice, Queen of the Valley Medical Center, 2010
- US News Top Doctors national recognition for outstanding work, Queen of the Valley Medical Center, Castle Connolly Medical Ltd., 2012-2025

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

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Public Records Act

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Form 700 Conflict of Interest Code

California Fair Political Practices Website

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Which Boards would you like to apply for?

Napa County First 5 Children and Families Commission: Submitted

Category of Membership for Which You Are Applying

C

Profile

Erika (First Name) | (Middle Initial) | Lubensky (Last Name)

Email Address

Home Address | Suite or Apt

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

Which supervisorial district do you reside in? *

☑ District 2

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

Primary Phone

Community Resources for Children	Executive Director	Nonprofit Executive Management
Employer	Job Title	Occupation

Education/Experience

See attached resume

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

Alexis Lubensky, Director Wine & Grape Supply at E&J Gallo Winery

Resume

ELubensky.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

N/A

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

Marlena Garcia	Michele Grupe	Ryan Pio Roda

Community Participation

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

Since relocating to Napa County with my two children more than a decade ago, I have been deeply committed to supporting families as they work to create brighter futures for themselves and their young children. In my role as Executive Director of Community Resources for Children, I lead a dedicated team of mission driven professionals focused on equipping parents, caregivers, and early educators with the knowledge, tools, and resources necessary to ensure that every child has the opportunity to thrive. Both as a parent and as an organizational leader, I understand the critical importance of the first five years of life and the transformative impact that timely, high quality early interventions can have. At the same time, I see firsthand how inequitable access to resources creates lasting disparities for vulnerable children, gaps that become increasingly difficult to close as they grow older. I am also fortunate to work alongside hundreds of early care and education professionals who nurture young children in childcare settings throughout Napa County. Their work is essential to our community's well-being. The early learning sector remains significantly fragmented and under resourced. Despite these challenges, I believe this sector is uniquely positioned for collaboration, innovation, and system level improvement. With diverse voices at the table, and with the convening power and leadership of First 5 Napa County, I am confident that we can accelerate the development of equitable, sustainable solutions that support all families with young children in our community. I would be honored to contribute my experience, relationships, and perspective to the First 5 Napa County Commission. I believe my professional expertise, combined with my deep commitment to the well being of Napa County's children and families, would allow me to meaningfully support the Commission's mission and its vital work.

Nature of activity and community location

N/A

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)

Erika Lubensky

Date

3/1/2026

ERIKA LUBENSKY

PROFILE

Mission-driven executive with extensive experience leading organizations toward greater social impact. Skilled in driving strategic transformation that improves outcomes for women, children, and underserved communities. MBA educated strategist with robust analytical skills and deep expertise in financial management, fundraising, partnership development, and community-based program design. Effectively develops emerging leaders, guides diverse teams, inspires broad stakeholder engagement, and elevates organizational performance to achieve sustainable, high impact results. Combines perspective from a successful career in Fortune 50 corporations and leadership roles in global organizations, adding strategic discipline, scalable systems thinking and operational excellence.

PROFESSIONAL EXPERIENCE

COMMUNITY RESOURCES FOR CHILDREN, Napa, CA 2015-present

Nonprofit organization, annual revenue of $15 million and 20+ staff, dedicated to improving outcomes for families and children.

Executive Director

Leading organizational transformation by clarifying mission, establishing a client centered culture, and building the operational, financial, and programmatic infrastructure needed to expand impact.

- Expanded program reach by more than 100%, doubling the number of clients served while strengthening program quality and outcomes.
- Increased organizational effectiveness by streamlining program portfolios, eliminating low impact and high-cost initiatives, and reallocating resources to scale high impact programs.
- Led a comprehensive financial and operational turnaround, reducing expenses, increasing revenue from grants and private donors, improving compensation and benefits, and cultivating a healthy, positive organizational culture.
- Built a strong financial reserve exceeding six months of operating expenses, ensuring long-term sustainability.
- Boosted productivity and efficiency by implementing new technologies, modernizing processes and procedures, and empowering staff with greater decision-making authority.

WOMEN FOR WOMEN INTERNATIONAL Washington, DC 2008-2013

International nonprofit organization dedicated to providing women survivors of war with the resources to move from crisis and poverty to self-sufficiency with a $30M+ annual budget and worldwide staff of 550+.

Chief of Staff

Trusted advisor and interlocutor of the CEO/Founder and leading role as a key member of the Global Leadership Team. During tenure, the organization doubled the number of women served while delivering better overall programmatic results in terms of wellness, economic outcomes and education for the women served and their children. Examples of results achieved after two years of intervention include: women more than double their income, rates of prenatal care increased by 40%, domestic violence decreased by 75% attributing the change to a better understanding of women's rights.

Executive Leadership

- Revamped personnel, systems and processes to enable the organization to sustain significant growth and directed the formulation of a long-term strategy.
- Systematized monitoring and evaluation (M&E) to enable the quantification of the impact of the services provided; capturing data demonstrating improvements in income levels and wellness.
- Provided oversight and worked closely with the Board of Directors to increase governance and financial controls across the organization, including: board composition, structure and by-laws, registration of foreign entities, internal and external audits, employment and services agreements as well as management of trademarks.
- Directed the development of operational plans across the organization, introducing scorecards to manage performance and enabling the institutionalization of metrics in day-to-day operations.

Strategic Management, Fundraising and Outreach

- Raised $15+ million, including the largest multi-year multi-million dollar gift ever received. In collaboration with the Founder/CEO, developed multi-year proposals and supported the stewardship of the portfolio of the highest-level donors. Secured funding to support economic development projects and the organization's marketing efforts. Partners included: Hewlett Packard, kate spade, Schooner Foundation, NoVo Foundation, Humanity United, Clinton Global Initiative.
- Led the Communications and Outreach, framing issues to educate the public as well as coordinating media appearances, speaking engagements, and outreach efforts. Addressed global women's issues across print, radio and broadcast media, appearances include: CNN Café, La Diferencia Telemiami, The Record of Stockton, Pacifica Radio.

E & J GALLO WINERY Modesto, CA 2004-2007

Finance Manager 2006-2007

Managed the financial and operational performance of 33 business divisions encompassing cellar and bottling facilities, oversaw $80 million annual budget and performance tracking of labor efficiencies, material yields, operational metrics, capital investments and asset utilization.

Senior Brand Analyst, 2004-2006

Analyzed the financial performance of a $450 million business unit, delivered full P&L monthly forecasts with risks and opportunities, and prepared annual and long-range financial plans seeking to maximize Return on Invested Capital.

BANCO SOLIDARIO Quito, Ecuador 2001

Financial Analyst - Analyzed the cost structure of products and developed models to determine the financial sustainability of the micro-lending program of Fundación Alternativa.

THE PROCTER & GAMBLE COMPANY Cincinnati, OH 1998-2001

Senior Purchasing Manager - Competitively purchased $70 million of natural gas and electricity for all West Coast P&G manufacturing plants.

Purchasing Manager - Procured $54 million annually of paper packaging materials. Reduced costs by $8 million by qualifying new suppliers and by implementing cross-functional projects which improved manufacturing processes and the quality of raw materials.

EDUCATION

Master of Business Administration, *Graduated with Honors*
University of Michigan Ross School of Business - Ann Arbor, MI

Bachelor of Science, Economics and Mathematics, *Graduated Magna Cum Laude*
Randolph College - Lynchburg, VA

CREDENTIALS AND COMMUNITY ENGAGEMENT

- First 5 Napa Network *(2019-present)*
- Napa Valley Community Foundation, Board of Directors *(2019-2025)*
- Napa Valley Community Foundation Community Programs & Grants Committee *(2017-2020 and 2025-present)* and Governance Committee *(2021-2025)*
- Child Abuse Prevention Council of Napa County *(2015-present)*
- Community Organizations Active in Disaster, Co-Chair Childcare Subcommittee *(2020-present)*
- Heart of Napa Achievement in Nonprofit Excellence Award *(2019)*
- Board of Trustees, Blue Oak School *(2019-2022)*
- Board of Directors Nature's Way Montessori, Vice-Chair and Business Advisor *(2015-2018)*
- Board of Directors of Opening Doors in Sacramento, Vice-chair of the Board *(2005-2008)*
- Honorary Societies: *Phi Beta Kappa* (Achievement), *Beta Gamma Sigma* (Business), *Omicron Delta Kappa* (Leadership), *Omicron Delta Epsilon* (Economics)

Languages: Fluent in Spanish and English. Conversant in French.

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Category of Membership for Which You Are Applying

commissioner

Profile

Priscilla (First Name) | (Middle Initial) | Mora (Last Name)

Email Address

Home Address | Suite or Apt

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

Which supervisorial district do you reside in? *

☑ District 1

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

Primary Phone

Napa Valley College	Assistant Superintendent/Vice President of Academic Affairs	Educational Administrator
Employer	Job Title	Occupation

Education/Experience

I have 30 years of experience in education, first as a teacher and then as an educational administrator. I currently serve as the Assistant Superintendent/Vice President of Academic Affairs at Napa Valley College, which oversees programs in Child and Family Studies. My educational experience includes public school education in California, followed by a Bachelor's and Master's degree at Cal Poly, San Luis Obispo. I also hold a Ph.D. in Teaching English to Speakers of Other Languages (TESOL) from New York University.

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

Michael Mora, Technical Support

Resume

Mora_Priscilla_Resume_2025_.pdf
Upload a Resume

Dr._Mora_First_5_LoR.docx
Letter of Recommendation or Supplemental Attachments

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

I do not have a professional license. However, I am committed to ongoing education and hold a BA, MA, and Ph.D. I also spent the majority of my career teaching English as a Second Language.

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

Dr. Torence Powell (Superintendent/President of Napa Valley College): Iim Reeves (AS Vice President of Administrative Services at Napa Valley Co
Ienna Sanders (Director of Public Affairs and Communications at Napa Valley College):

Community Participation

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

I raised two children in California and through the public school system. We moved to Napa in 2023, and my daughter has since graduated from Napa High School, and my son will graduate from Napa High School this year. Having witnessed their growth into young adulthood, I understood first-hand the impacts of their early years on who they have become as individuals. When I had my children, I received educational videos and support materials from First 5 in the community I lived in. I believe in the importance of early knowledge of all the choices we make and how they affect our children. I am also a lifetime educator with 30 years of experience teaching and serving as an educational administrator. My work at Napa Valley College overseeing the Child and Family Studies program provides direct links to ensure that high quality education is available to parents and children as they span the full spectrum of their lives.

Nature of activity and community location

I would like to apply to serve on the First 5 Napa Commission. I live and work in Napa and would like to contribute to ensure that future generations have the same support and opportunities that I did.

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

I have not served on other County Boards. However, as a member of the Napa Valley College President's Cabinet, I do attend all Napa Valley Community College District Board meetings and provide monthly reports to the Board of Trustees.

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)

Priscilla A. Mora

Date

02/08/2026

PRISCILLA MORA, PH.D.

.

Napa, CA 94559

Leadership Experience:

Held progressively responsible leadership roles, currently serving as Assistant Superintendent/Vice President of Academic Affairs at Napa Valley College serving the entire Napa Valley.

A full list of leadership roles follows. Positions in bold represent at least 75% time or higher in leadership capacity for a total of **14 years**: **11 years of progressively responsible leadership** in the **California Community College system** and **3 additional years** as full-time program coordinator for the ESL program at Kwansei Gakuin University in Japan. Each of these roles has included experience relevant to serving as a college president, spanning leadership in planning, budget development, participatory governance, oversight of board policies and administrative procedures, curriculum, program planning, program evaluation, resource allocation, Student Equity and Achievement, Guided Pathways, and a range of college, district, and state initiatives. Two years of experience presenting to the district's Board of Trustees at its monthly meetings and special topics for annual retreats supplement skills needed to work directly with a board.

Over 25 years of teaching experience, the majority within the California Community College system, complements academic and professional preparation for the role of college president.

- **2023-Present: Assistant Superintendent/Vice President of Academic Affairs: Napa Valley College.** Oversees the college's academic programs and ensures the alignment of curriculum with institutional goals. Leads faculty and staff in the development, evaluation, and improvement of academic programs, fostering academic excellence, and supporting student success. Responsible for budget management, resource allocation, and strategic planning for academic departments. Works closely with academic deans and faculty program coordinators to enhance teaching quality and support faculty development. Collaborates with other administrators to promote campus-wide initiatives, accreditation processes, and policy development.

- **2020-2023: Dean of Arts, Media, and Communication Studies: Moorpark College.** Works with all Fine and Performing Arts, Journalism, Communication Studies, Design, Game Design, and related programs. Study Abroad Coordinator. Helps lead accreditation process; contributes to Social Justice Workgroups; contributing writer for IEPI PRT Plan; writer for two substantive change applications for bachelor's degree submissions to the ACCJC; serves on district negotiating team for faculty collective bargaining agreement; contributes to grant applications; serves on Credit for Prior Learning District team and a range of committees and other teams addressing academic, fiscal, and long-term planning issues.

- **2018-2020: Dean of English, Social Sciences, Fine Arts, and Learning Support Services at Santa Barbara City College.** Provided oversight for eighteen academic departments, as well as Learning Support Services/Tutoring and the Honors Program. Duties included chapter co-lead for Standard II of revised Accreditation Process, Core Team Member of Accreditation Planning, and Project Director for Title V Hispanic Serving Institution Grant. Served as administrative liaison on Calendar Committee; Curriculum; Enrollment Management; Student Equity and Achievement; and a range of other planning groups.

- **2016-2018: Academic Senate President**. Provided leadership and voice for faculty-related matters. Chaired the following committees: Equivalency Committee, Non-Teaching Compensation Committee, and Program Evaluation Committee (Co-Chair); also contributing member/attendee for these committees and groups: Student Equity Committee, District Technology Committee, Professional Development Advisory Committee, Deans Council All, Presidents Cabinet All, Board Policies and Administrative Procedures, Santa Barbara City College Foundation Board, and various other Ad Hoc workgroups

- 2017: Faculty lead on Guided Pathways efforts

- 2016-2017: Faculty lead on development of the Santa Barbara City College Vision Statement, Board approved on March 9, 2017

- 2015: Editor of SBCC Institutional Self-Evaluation for Reaffirmation of Accreditation: Worked with chapter leads to finalize material; planned stages of final write up; worked with Office of Institutional Research, Assessment, and Planning to organize final stages of project; worked with Marketing and the design consultant to bring project to completion

- 2013-2019: Member of College Planning Council, the highest shared governance body at Santa Barbara City College

- **2013-2014: Noncredit ESL Coordinator**—Managed Noncredit ESL Program, including 30 adjunct faculty, one classified staff, and numerous hourly employees. Managed WIA Grant of $450,000 annually.

- 2013-2016: Chair of Planning and Resources

- 2012-2013: Faculty Lead/P & R Liaison on West Campus Building project (SBCC)

- 2010-2013: ESL Assessment Coordinator (SBCC)

- 2010-2011: Faculty Lead for development of ESL student success video series, both English and Spanish.

- **2009-2011: ESL Department Chair** (SBCC)

- 2008-2009: One of three ESL faculty leads selected by the State Academic Senate to organize CB-21 Recoding

- 2009-2010: One of four ESL faculty leads in California selected by the Chancellor's Office to work on Common Assessment

- 2002-2003: Led college-wide research project on Writing Across the Curriculum (Foothill College)

- 2000-2001: Worked with Staff Development Office to publish and disseminate handbook of teaching tips (Mission College)

- 2000: Led curriculum revision efforts at San Jose State University's Intensive English Program

- **1995-1998: Coordinated the Intensive English Program at Kwansei Gakuin University**

- 1990-1991: Proposed and developed new curriculum for corporate client, Proctor and Gamble Far East, for executive language training program (International Education Services, Osaka, Japan)

Education:

9/92-5/95 **NEW YORK UNIVERSITY** **NEW YORK, NY**
Earned **Ph.D. in TESOL**. *G.P.A: 4.0.*

9/88-12/89 **CAL POLY STATE UNIVERSITY** **SAN LUIS OBISPO, CA**
Completed Master of Arts degree in English, with specialized coursework in composition theory. *G.P.A: 3.92.*

9/86-6/88 **CAL POLY STATE UNIVERSITY** **SAN LUIS OBISPO, CA**
Completed Bachelor of Arts degree in English. *Graduated magna cum laude.*

Teaching and Administrative Experience:

3/23-Present **NAPA VALLEY COLLEGE** **NAPA, CA**
ASSISTANT SUPERINTENDENT/VICE PRESIDENT, ACADEMIC AFFAIRS
Leads strategic planning, development, and implementation of academic programs, ensuring alignment with institutional goals and student success initiatives. Oversees curriculum design, program evaluation, and academic quality, while managing budgeting and resource allocation to support academic departments and faculty development. Works closely with academic deans, faculty, and staff to foster key initiatives such as Guided Pathways, Student Equity and Achievement, and participatory governance. Works closely with team members on the college's accreditation processes, strategic planning, and long-term budget planning, ensuring efficient use of resources to meet both academic and institutional priorities. Serves as one of three district representatives on faculty contract negotiating team.

Led development of the college's comprehensive Educational Master Plan, completed in 2024. Worked with faculty on development of the college's first-ever bachelor's degree program. Improved institutional productivity and expanded offerings to meet student needs.

7/20-3/23 **MOORPARK COLLEGE** **MOORPARK, CA**
DEAN
Led Arts, Media, and Communication Division; Study Abroad Coordinator, and Guided Pathways representative. Served on District negotiating team for faculty collective bargaining agreement. Administrative lead for ACCJC Institutional Self-Evaluation Report in support of most recent accreditation cycle. Provided leadership on various committees.

7/18-6/20 **SANTA BARBARA CITY COLLEGE** **SANTA BARBARA, CA**
DEAN
Led English, Social Sciences, Fine and Performing Arts, Social Sciences, and Learning Support Services. Served as HSI Grant Project Director. Chaired Board Policies and Administrative Procedures Committee; served on Enrollment Management Committee;

SEA; College Planning Council; dean lead for accreditation; and various other leadership roles.

8/07-6/18 **SANTA BARBARA CITY COLLEGE** **SANTA BARBARA, CA**
ESL Instructor (tenured): Taught all levels and skills of ESL in addition to teaching specialized courses, such as ESL Level 5/English 80 Accelerated Learning Community and VN 160/ESL 160 cross-listed reading course for vocational nursing students. Served as ESL Department Chair (2009-2011) and as ESL Assessment Director (2010-2013). Also served as Academic Senate President. Please see details above for committee and state-wide participation.

1/04-7/07 **WEST VALLEY COLLEGE** **SARATOGA, CA**
ESL Instructor (part-time): Taught all levels and skills of ESL. Participated in ESL Placement Test scoring; served in the ESL Skills Lab.

4/05-6/07 **DE ANZA COLLEGE** **CUPERTINO, CA**
ESL Instructor (part-time): Taught all levels and skills of ESL with a focus on intermediate to advanced reading.

8/04-1/06 **EVERGREEN VALLEY COLLEGE** **SAN JOSE, CA**
ESL Instructor (part-time): Taught advanced composition and reading, a six-unit integrated skills course as well as basic reading and writing and high intermediate editing skills. Served on the Presidential Search Committee, along with faculty, staff, and students from various disciplines and programs**.**

6/02-12/03 **FOOTHILL COLLEGE** **LOS ALTOS HILLS, CA**
ESL Instructor (full-time): Taught advanced reading and writing courses with a focus on research skills, citation style, and appropriate academic discourse. Served on the Academic Senate, the College Roundtable, and the Faculty Handbook Committee. Completed a college-wide research project regarding faculty perceptions and practices concerning Writing across the Curriculum. Published two articles in the *Foothill Academic Senate Newsletter* to report results of this research and to address issues related to best meeting the needs of non-native speakers in content area courses. ***Received a student-nominated award for excellence in teaching from the Alpha Gamma Sigma Honor Society.***

8/00-5/01 **MISSION COLLEGE** **SANTA CLARA, CA**
ESL Instructor (full-time, one-year temporary contract): Taught a wide range of intermediate through advanced classes, with a special focus on composition, grammar, and reading. Worked on a curriculum evaluation and renewal project. Organized joint meetings with ESL, English, Reading, and Research faculty to discuss shared curriculum concerns. Prepared weekly ESL tips of the week for other content area faculty and organized staff development sessions regarding the teaching of non-native speakers. Completed a comprehensive survey of ESL students and presented the results to the ESL department and to other faculty. Through the Staff Development Office, published a 66-page handbook of teaching tips for more effectively meeting the needs of ESL students in other content area classes.

3/99-7/00 **SAN JOSE STATE UNIVERSITY, SAL** **SAN JOSE, CA**
ESL Instructor (part-time): Taught intermediate reading, writing, and grammar; advanced, college preparatory reading and writing; and advanced speaking and listening in an Intensive English Program. Also taught supplementary courses in idioms, popular culture, and basic speaking. Led and worked collaboratively with a team of teachers on a

curriculum revision project. Took part in student orientations, faculty meetings, and various student events.

1/99-7/00 **WEST VALLEY COLLEGE** **SARATOGA, CA**
ESL Instructor (part-time): Taught writing, reading, grammar, and listening and speaking, intermediate to advanced.

8/98-8/99 **EVERGREEN VALLEY COLLEGE** **SAN JOSE, CA**
ESL Instructor (part-time): Taught reading, writing, and listening and speaking, from beginning to advanced.

2/99-6/99 **INSTITUTE FOR BUSINESS PERFORMANCE** **SAN JOSE, CA**
ESL/Business Communication Instructor (part-time): Taught beginning and intermediate integrated skills vocational ESL classes to company employees. Developed own curriculum based on individualized needs assessments and created materials and assessments to fit company and student needs.

9/95-8/98 **KWANSEI GAKUIN UNIVERSITY** **NISHINOMIYA, JAPAN**
Coordinator, Intensive English Program, The Language Center (full-time). Responsible for curriculum development, supervision of instructors, and teaching academic English classes in a specialized program.

TEACHING RESPONSIBILITIES

Taught a wide range of courses from intermediate, integrated skills to advanced, skills-based classes. Worked cooperatively with other teachers to develop a set of shared teaching materials.

ADMINISTRATIVE RESPONSIBILITIES

- Coordinated all English language programs for the Language Center.
- Worked cooperatively with full-time faculty members to complete curriculum development, assessment, textbook selection, and development of new courses.
- Maintained budgets, completed paperwork, supervised eight other full-time faculty, and made program reports to other administrators.
- Attended and contributed to the following faculty meetings and study groups: Curriculum Development Team, Language Center Planning Committee, University English Education Committee, Multi-disciplinary Studies Planning Committee, Language Center Hiring Committee (9/95~3/97), Alternative Assessment Research Committee (4/96~3/97), and Language Education Committee (9/95~3/97).

9/93-5/94 **NEW YORK UNIVERSITY** **NEW YORK, NY**
Teaching Fellow, TESOL Program (part-time): Taught "Classroom Observation in TESOL" to MA candidates. Supervised student teachers in New York City high schools. Performed advising duties for graduate students. Assisted Program Director in secondary research.

9/91-8/92 **KAWACHINAGANO BOARD OF EDUCATION** **OSAKA, JAPAN**
English Instructor (full-time): Worked with other teachers in developing a curriculum for listening and speaking courses at local junior high schools. Taught beginning-level integrated skills courses with an emphasis on speaking and listening.

1/90-8/91 **INTERNATIONAL EDUCATION SERVICES** **OSAKA, JAPAN**
English Instructor and Curriculum Development Assistant (full-time): Taught business writing and speaking classes to government employees and corporate employees. Developed course curricula and trained and supervised new instructors.

9/88-12/89 **CAL POLY STATE UNIVERSITY** **SAN LUIS OBISPO, CA**

Teaching Fellow, English Program (part-time): Taught "Freshman Composition" and "Critical Thinking" for freshman and sophomore students. Created own lesson plans and developed curriculum for classes of thirty students.
Writing Lab Tutor (part-time): Worked extensively with both non-native and native speakers of English. Counseled students individually in reading and writing.

9/87-6/88 **CAL POLY STATE UNIVERSITY** **SAN LUIS OBISPO, CA**
Reader/Grader (part-time): Corrected and commented on student papers. Evaluated writing and suggested ways to improve writing.

10/85-5/86 **CUPERTINO PUBLIC LIBRARY** **CUPERTINO, CA**
Volunteer English Instructor (unpaid position): Taught a small group of immigrant students one evening a week in the public library system's volunteer teaching program.

Professional Certificates:

June, 2024 **BACCALAUREATE DEGREE WORKSHOP** **SACRAMENTO, CA**
Completed comprehensive workshop hosted by the CCCCO focused on the development, implementation, and strategic planning of baccalaureate degree programs within California Community Colleges. Gained insights into the regulatory framework, best practices, and institutional support required for successfully launching and managing four-year degree programs at community colleges. Collaborated with academic leaders and policymakers to explore pathways for expanding access to higher education, promoting workforce development, and enhancing student success through innovative baccalaureate offerings.

September, 2020 **TITLE IX** **ONLINE, ATIXA**
Certificate for Title IX Coordinators, covering all aspects of Title IX and VAWA/Clery compliance.

July, 2019 **ENROLLMENT MANAGEMENT** **CLAREMONT, CA**
Enrollment Management Certificate focused on California Community Colleges with special attention to the Student-Centered Funding Formula (SCFF), as well as strategies that can be used by colleges to maximize funding under each SCFF category. Part of the Claremont Graduate University program for leadership development in higher education.

June, 2019 **CROSSROADS ANTI-RACISM TRAINING** **SANTA BARBARA, CA**
Certificate of training for origins of structural racism and implications for education; techniques for addressing racism and creating more inclusive pedagogical and student support practices.

November, 2018 **ACCJC ACCREDITATION** **ONLINE, ACCJC**
Certificate of training regarding changes to revised accreditation standards, addressing each revised standard and new format for the accreditation self-study. Also attended ACCJC institutes for institutions piloting the new accreditation standards.

March, 2014 **TESOL** **PORTLAND, OR**
ELT Leadership Management Certificate, including seminars on “Leadership and Management Fundaments, “Financial Planning: Budgets and Course Costing,” and “How to Run Effective Meetings.”

July, 1997 **INTERCULTURAL COMMUNICATION INSTITUTE FOREST GROVE, OR**
Certificates of Completion for "Advanced Seminar: Development of the Multicultural Self" and "Racial and Cultural Identity Development."

August, 1996 **OREGON STATE UNIVERSITY CORVALLIS, OR**
Certificate of Completion for the English Language Institute's Summer Technology Seminars.

July, 1996 **INTERCULTURAL COMMUNICATION INSTITUTE FOREST GROVE, OR**
Certificates of Completion for "Diversifying Assessment and Assessing Diversity in Education" and "Teaching to Cognitive and Cultural Diversity."

Achievements:

2023-2024 Led development of Napa Valley College Educational Master Plan, approved unanimously by the Board of Trustees in 2024.

2021-2022 Led development of 2022 Moorpark College ISER; approved unanimously by participatory governance groups

2018-2020 Supported four facilities remodel projects at Santa Barbara City College

2017 Faculty lead for Guided Pathways efforts

2016-2017 Faculty lead on development of the SBCC Vision Statement

2015 Editor of SBCC Institutional Self-Evaluation for Reaffirmation of Accreditation

2009 Selected by the State Chancellor's Office to work on Common Assessment (CCCAssess)

2008 Selected by the State Academic Senate to work on task force for CB-21 recoding

2007 Teacher of the Year Award from Educational Transitions Honors, West Valley College

2003 Certificate of Appreciation for Excellence in Teaching: Alpha Gamma Sigma Honor Society

1995 Unconditional Pass of oral defense of doctoral dissertation

1989 Passed Master's examination with honors

1988 Senior Recognition Award for Academic Excellence in the School of Liberal Arts

1986-1988 Completed a four-year degree (BA) in two years

1988 First Place, university-wide poetry contest judged by the Academy of American Poets

Additional Information:

International Experience: 6.5 years living in Japan; travel to various countries

Language Skills: Japanese, some Spanish

Favorite Quotes:

We are interdependent, we are all involved in a single process . . . we are all somehow caught in an inescapable network of mutuality. Therefore whatever affects one directly affects all indirectly. – Dr. Martin Luther King, Jr.

We should practice until we can see that each person is us, that we are not separate from others. – Thich Nhat Hanh

NAPA VALLEY COLLEGE

Office of the Superintendent/President

February 2, 2026

It is with enthusiasm that I write this letter of recommendation for Dr. Priscilla Mora's application for the Napa County First 5 Children and Families Commission. Dr. Mora and I have worked together for almost three years, and in that time, she has proven to be a diligent, thoughtful and courageous leader with a clear commitment to equity, access and success. She embodies servant leadership and looks to contribute wherever her experience may be of most use.

Dr. Mora currently serves as the Assistant Superintendent/Vice President of Academic Affairs at Napa Valley College where she oversees diverse instructional programs that serve the Napa community. Included among these are the Child and Family Studies department, which offers several certificates and degrees, including programs to prepare early childhood educators as well as to build stronger families through understanding of child development and effective parenting models.

Some key competencies required to be effective in this position include a thorough understanding of policies, attention to detail, effective communication skills and an ability to work across multiple constituent groups. Dr. Mora possesses these requisite skills. Her attention to detail and ability to process information quickly makes her a true asset to the college. Dr. Mora has a clear vision of success for our college that she communicates with great passion and infectious enthusiasm. She would bring that same level of knowledge, professionalism, and passion to the role of commissioner at First 5 Napa.

I encourage you to appoint Dr. Mora as a commissioner for the Napa Country First 5 Children and Families Commission, as she would form an important bridge across educational networks that support early childhood development and the families of Napa County.

Sincerely,

Torence Powell, Ed.D.
Superintendent/President
Napa Valley College

April 1, 2026

Ms. Neha Hoskins

County of Napa

1195 Third Street, Floor 3

Napa, CA 94559

Ms. Hoskins,

On March23, 2026, the Napa County First 5 Commission voted to recommend the following to the Board of Supervisors:

1) Appoint applicant Joseph M. Carrillo to the First 5 vacant commission seat

Please contact me with any questions you may have.

Thank you,

Ashley Walker
Executive Director

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-858

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 Library Commission

RECOMMENDATION

Reappoint Molly M. Adams, for a second term, to represent the City of Napa, and choose one of the following three applicants to represent the County of Napa on the Napa County Library Commission with terms of office commencing immediately and ending on January 31, 2029. (No Fiscal Impact)

Logan Elena Triglia Laverty

Vivian Wehner

Margaret Woodard

BACKGROUND

There are currently three openings on the Napa County Library Commission due to expired terms. The previous incumbents Caroline A Haythornthwaite, and Aisha Nasir did not seek reappointment. This created one vacancy for the County of Napa Representative and one vacancy for the City of American Canyon, respectively. The County Executive Office advertised the vacancies and received one application from Molly M. Adams for the City of Napa Representative and three new applications from Logan Elena Triglia Laverty, Vivian Wehner, and Margaret Woodard for the County of Napa Representative.

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

appointment is made by the appropriate authority.

On January 20, 2026, the City of Napa City Council met at a regular meeting and approved the appointment of Molly M. Adams to fil the position for the City of Napa Representative. (Minutes attached)

On March 5, 2026, the Napa County Library Commission met at a regular meeting and voted to recommend Margaret Woodard to fill the position for the County of Napa Representative. (Recommendation letter attached)

PROCEDURAL REQUIREMENTS:

1. Staff reports.
2. Public comments.
3. Motion, second, discussion and vote on the item.

REQUESTED ACTION:

Reappoint Molly M. Adams to represent the City of Napa and accept the recommendation of the Library Commission and appoint Margaret Woodard to represent the County of Napa to the Napa County Library Commission.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

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

Profile

Note: This application allows you to apply for multiple Boards, Commission and Committees; however, only one application can be submitted. Please ensure that your responses clearly address your interest, qualifications, and relevant experience for *each* Board, Commission or Committee you are applying to.

Molly (First Name) | A (Middle Initial) | Adams (Last Name)

Email Address

Street Address | Suite or Apt

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

Mailing Address (if different than Resident Address above)

Primary Phone | Alternate Phone

Length of Residence in the City of Napa:

1st 21 years and last 5 years

Length of Residence in the County of Napa:

1st 21 years and last 5 years

Registered to vote in the City of Napa?

◉ Yes ○ No

Tyler Technologies (Employer) | Program Manager - CA Parks (Job Title)

Ethnicity *

☑ Caucasian/Non-Hispanic

Interests & Experiences

Which Boards would you like to apply for?

Napa County Library Commission: Submitted

Upload a Resume

Community Service Experience:

Soroptimist - less than 1 year - member Seal Beach Historical Society - docent - 1 year Napa County Library Commission - 2 years

Education:

Masters Library Science - San Jose State University - 2018 Bachelor of Science - MIS - California State University, Chico - 1999

Other relevant experience or expertise:

Additional Questions

What is your understanding of the role and responsibility of this board?

To be a community advocate for the library by helping to determine what programs are needed, changes that may need to be made and where to find the funds necessary to keep the library running.

Have you ever attended a meeting of this board? If so, how many?

Yes

What duties of this board are most interesting to you?

I am most interested in programming especially for teens, as well as budgeting.

What activities of this board are least interesting to you?

N/A

What programs or projects would you like to see improved or implemented?

I would like to see more teens/tweens using the library resources. I would also like to see some programming for seniors around technology and access to online media.

How would you approach improving these project(s) or program(s)?

More advertising at the local high/middle schools, focused workshops on current interests. In a dream world have a media wing with access to items like a music/video studio, newer technology such as 3-d printers, but of course, I'm sure is not in the budget. For seniors, maybe some mobile volunteers to help to the assisted living communities to help adults interested in eReaders to teach them how to use the library with such devices.

Are you involved in any organizations or activities that may result in a conflict of interest if you are appointed to this board?

No

Please list two local references and their phone numbers:

Kate Suggs - Scott Miller -

How did you learn of this vacancy?

- [x] Internet

Molly A. Adams

Napa, CA 94558

Experience:

iDiscovery Solutions – Washington, DC (Remote)
August 2018 – Current
Senior Analytics Consultant

• Utilizing various analytics tools such as Tableau, AWS QuickSight, Looker, Splunk, and PowerBi to create powerful visualizations to represent client data in courtroom proceedings.
• Analyzing terabytes of data in SQL Server to identify trends and anomalies to help client focus their litigation strategy.
• Analyzing forensically collected data to assist in data breach investigations.
• Creating repeatable workflows and analysis scripts and dashboards to get new client's access to their data and initial analysis within a 24-hour period.
• Creating generic reporting process for clients to visualize the various data sources provided to us and how they will be used in the analysis.

ProSearch Strategies – Los Angeles, CA
December 2013 – August 2018
Lead SQL Developer/Reporting Manager

• Implemented SSRS firm wide for client facing reporting. All aspects handled from hardware purchase to end user training and subscriptions. Saved 20 hours per week per employee with client reporting.
• Accessed third party software tools using APIs and SQL CLR stored procedures to integrate 3rd party data into billing reports.
• Integrated SSRS into Relativity to allow clients to run ad hoc reports.
• Created email consolidation workflow to filter corpus of all emails of a client to the smallest possible set for document review by lawyers.
• Created stored procedures, functions and jobs to assist client teams by automating workflows.
• Created SSIS packages to transfer multiple client's data from internal databases to external FTP site.
• Implemented subscription framework in 3rd party software to allow clients access to SSRS reports through a secure and familiar interface.

Deloitte - Nashville, TN
August 2011 – June 2013
Senior Developer (SQL)

• Created stored procedures, functions and jobs to assist client teams by automating workflows.
• Designed custom SQL Scripts to manipulate data.
• Created Visual Basic dll files to validate data within Relativity.
• Wrote custom nightly SQL jobs/stored procedures to automate data processing.
• Designed SSRS reports for varying client requests.
• Identified ways of streamlining common processes across varying client cases.
• Relativity Subject Matter Expert, troubleshoot any out of norm problems in Relativity.
• Manage database indexing for Relativity to improve performance.

FTI Consulting - Pittsburgh, PA/San Francisco, CA
May 2008 - August 2011
Senior Developer (SQL)

• Wrote SSIS packages for importing/exporting data between Attenex and Ringtail.
• Worked with team of .NET developers and QA staff to write various modules of Ringtail software.
• Rewrote stored procedures to improve content searching module by 54%.
• Built SQL auditing for searching, content indexing, and production changes.
• Wrote SQL CLR stored procedures to integrate with dtSearch in Ringtail application.

FTI Consulting - New York, New York
September 2006 - May 2008
Senior Consultant

• Wrote custom SQL scripts to manipulate data in the Ringtail database.
• Wrote SSIS application to move data to remote locations and reintegrate newest data back to server.
• Maintained server room at client site.
• On site client support for Ringtail platform.
• Assist in preparing productions by identifying and copying files and code.
• Worked with development team to make custom solutions permanent in application.

Technical:

Agile Development Environments
Languages: AJAX, ASP, HTML, VBScript, JavaScript, XML, VB, .Net, Python
Databases: SQL Server 2008/2012/2016, Access 2003/2007/2010, MongoDB
Analytical Software: Splunk, Tableau, Microsoft Power BI, SSRS, Looker, Quick Sights

Microsoft Certified IT Professional - Database Development MCP ID #3810853
Certified Scrum Product Owner

Education:

San Jose State University
Masters – Library Sciences (MLIS)
Emphasis – Data Analytics & Data Driven Decision Making

California State University, Chico
B.S. Business Administration
Option: Management Information Systems/Software

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

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Public Records Act

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Form 700 Conflict of Interest Code

California Fair Political Practices Website

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

Which Boards would you like to apply for?

Napa County Library Commission: Submitted

Category of Membership for Which You Are Applying

Napa County Representative

Profile

Logan Elena Triglia
First Name

Middle Initial

Laverty
Last Name

Email Address

Home Address

Suite or Apt

Napa
City

CA
State

94558
Postal Code

Which supervisorial district do you reside in? *

☑ District 1

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

Primary Phone

Employer	Job Title	Occupation
Self Employed - Studio 1976	Owner	Freelance Marketing Director

Education/Experience

BA in Journalism, lifelong library patron

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

Kyle Laverty, General Contractor at John Laverty Construction

Resume

LavertyResume2024.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

N/A

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

L chborn: ; Olivia Brazil: Denise Spencer Haughey:

Community Participation

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

As a lifelong library patron, I deeply value the vital role libraries play in strengthening communities. Libraries are not just centers for learning, but hubs for connection, equity, and opportunity. I would be honored to serve on the Napa County Library Commission to help ensure our libraries continue to thrive and evolve to meet the needs of all residents. With a background in digital marketing and public relations, I bring expertise in community engagement, outreach, and strategic communication — skills that can help expand the library's visibility and foster stronger public support. Through my volunteer work at my sons' schools, including co-chairing major fundraisers for the past three years, I've developed strong collaborative and organizational skills, along with a deep understanding of how to mobilize community support for shared causes. I'm especially passionate about promoting equitable literacy across Napa County, ensuring all residents have equal access to resources, technology, and programs that support lifelong learning. I would also work to foster innovation in programming, strengthen partnerships with schools and local organizations, and ensure our libraries remain welcoming, inclusive spaces for all.

Nature of activity and community location

Primarily active in my sons' school. I have volunteered as co-chair for each of their major fundraising events for the past 3 years and am looking to volunteer elsewhere. I am also involved in their Napa rec sports primarily in the capacity as team mom/coordinator.

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)

Logan Triglia Laverty

Date

03/07/2025

LOGAN LAVERTY

[redacted]

SUMMARY

With a deep rooted passion for the digital landscape, I've combined 13 years of digital strategy, brand development, editorial strategy, integrated marketing, and social media strategy with my love for storytelling. From high profile restaurant groups to family-owned wineries, I strategically drive awareness and engagement across digital, social and influencer channels.

EXPERIENCE

Freelance
Studio 1976
2014-Present

- Define client strategies and set goals and KPI's across all platforms
- Create and manage an integrated marketing calendar aligning overall marketing goals + promotions
- Ideate strategic social partnerships and brand development for growth opportunities.
- Build community, conversation and relationships with audiences by crafting meaningful, relevant content.
- Direct internal and external creative briefs for design, video, animation, audio teams and other creative vendors

Account Manager
Melissa Welles PR
2014 - 2017

- Crafted story ideas, developed and maintained pitch and editorial calendars + media lists. - - Managed clients and media kits
- Managed event details, guest lists, collateral, follow-up. Maintained library of assets for last minute pitches/deadlines
- Developed client-facing dashboard for easily digestible updates on initiatives, progress, press received, etc

Marketing Manager
Swanson Vineyards
2011 - 2013

- Managed integrated marketing calendar across all departments. Oversaw all websites including social media accounts and AlexisNapa.com
- Managed, tested, and executed email campaigns end-to-end, including content, list-pulls, testing, launch, and analysis.
- Collaborated with PR agencies on strategy, targets and messaging. Helped grow Modern House Wines from a winery-only product to Target stores nationwide, and placements in O, The Oprah Magazine, Bon Appétit, and Food & Wine magazine

EDUCATION

B. A. in Journalism
San Francisco State University
2007

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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 Library Commission: Submitted

Category of Membership for Which You Are Applying

Representative for County of Napa

Profile

Vivian (First Name) | (Middle Initial) | Wehner (Last Name)

Email Address

Home Address | Suite or Apt

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.

Primary Phone

Meta	Staff software engineer	Mobile (iOS) Engineer
Employer	Job Title	Occupation

Education/Experience

BA in Chinese Literature and Language. BS in Computer Science

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.

Lauren Larin - Tom Clark - Hope -

Community Participation

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

I greatly value Libraries, growing up we went to one weekly. While now I mostly grow my own library, I still value them greatly. I want to support the mission of libraries as being third places and hubs of the community. I think I have some skills from my professional life (large meeting running, tech insights) which could be useful.

Nature of activity and community location

I live in Angwin.

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

I've been on the board of Napa county wildlife rescue for the last 1.5 years (or so) and am now Vice President of the Board.

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

none

Electronic Signature Agreement

I meet the criteria required to serve in this position.

(•) Yes ( ) No

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

(•) Yes ( ) No

Please Agree with the Following Statement

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

☑ I Agree

Electronic Signature (First M. Last)

Vivian M. Wehner

Date

04/11/2025

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 Library Commission: Submitted

Category of Membership for Which You Are Applying

County of Napa Representative

Profile

Margaret (First Name) | (Middle Initial) | Woodard (Last Name)

Email Address

Home Address | Suite or Apt

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

Which supervisorial district do you reside in? *

☑ District 2

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

Primary Phone

Self	Marketing Consultant	Semi-retired
Employer	Job Title	Occupation

Education/Experience

Accomplished senior marketing and business leader with extensive experience driving growth and implementing innovative strategies in the automotive and HR/payroll services industries. Proven ability to deliver results through strategic planning, market analysis, and cross-functional collaboration. MBA from Columbia University Graduate School of Business.

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

Daniel Woodard, retired

Resume

Margaret_Woodard_Resume.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

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

Daniel Woodard	Isly San Pedro	Arthur Roosa

Community Participation

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

I am passionate about fostering community engagement, lifelong learning, and access to knowledge for all. As someone who values the transformative power of libraries, I want to contribute my skills and experiences to support the Napa County Library mission. Since submitting my original application a year ago, I have become a literacy tutor at the Literacy Center of the Napa County Library, which has given me a deeper, hands-on understanding of the library's role in supporting learning and strengthening community connections. I now also serve as a member of the Napa County Chapter of the Civil Grand Jurors' Association of California, where I am engaged in promoting civic awareness, accountability, and public participation. These experiences have further reinforced my commitment to public service and broadened my perspective on how institutions like the library contribute to an informed and empowered community. Joining the Napa County LIbrary Commission would allow me to advocate for initiatives that enhance library services, promote literacy, and create inclusive spaces where everyone feels welcome. I am eager to collaborate with others who share this vision and work together to strengthen our community through the library system.

Nature of activity and community location

Mt. Veeder Fire Safe Council, Napa County Napa County Chapter Civil Grand Jurors' Association of California Literacy Tutor, Napa County Library

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

Napa County Civil Grand Jury (2024-2025)

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)

Margaret Woodard

Date

February 11, 2026

MARGARET S. WOODARD

SUMMARY

Results-oriented senior marketing and business leader with broad and deep experience in developing and executing growth strategies in the automotive and business services industries. Passionate customer advocate skilled in client insight discovery, strategic brand management, integrated product marketing programs and customer experience. Highly collaborative management style with a track record of developing high performing marketing organizations and future leaders. Background in international marketing and management consulting.

WORK EXPERIENCE

Cox Automotive, Inc. – Atlanta GA **2019-2024**
The world's largest private automotive services and technology provider with solutions for car shoppers, automakers, dealers, retailers, lenders, and fleet owners.

Senior Marketing Director – Inventory Management Solutions/Inventory Solutions
Led the development and execution of strategic marketing plans and programs across Cox Auto inventory management software, auction, and floor planning businesses (vAuto, Kelley Blue Book Instant Cash Offer, HomeNet Automotive, Manheim, Upside, NextGear Capital)

- Led the creation and deployment of the division and business unit annual marketing plans aligned to business strategic programs and revenue goals with clear metrics for marketing.
- Leveraged internal and external market research and business intelligence to provide data and insights on dealer and market challenges and trends, key competitors, unique differentiators, brand health, and customer sentiment trends.
- Identified untapped opportunities, distinctive competencies, and positioning for the suite of solutions, crafting strategies around key messaging, positioning, target personas, and compelling narratives and creative to drive awareness, engagement, growth, and loyalty.
- Worked closely with business and functional stakeholders – Product, Sales, Operations, Performance Managers, Finance, Corporate – as well as external agencies to ensure organizational alignment and open communications on marketing programs and outcomes.
- Directly managed and inspired a team of 30 product marketers, brand marketers, events specialists, sales support coordinators, marketing communications, and lead generators.

Automatic Data Processing (ADP) – Roseland NJ, Hoffman Estates IL **2000-2019**
Global provider of cloud based Human Capital Management solutions and Business Process Outsourcing (BPO) services, analytics, and compliance expertise. ADP Dealer Services division was spun-off in 2014 to form an independent company - CDK Global.

Vice President, Strategy – ADP Compliance Solutions
Led strategy development for the Tax Services business units serving 740k clients. Developed client insights to guide product/service development with a focus on delivering compelling and effortless client experiences to create competitive differentiation and drive client loyalty and growth.

- Refocused the organization to deliver an end-to-end effortless client experience by partnering with business and functional leaders on business process improvement programs to identify and address pain points from client interactions and product use.

- Formed the Tax Client Advisory Board giving key high value payroll clients "a seat at the table", facilitating an open and collaborative environment for guiding tax product and service innovation, identifying client issues and discussing ADP strategic direction.
- Launched The Bridge, a robust online community built exclusively for clients to learn, share, and connect with their peers in Payroll, HR, Tax and Benefits areas. The business platform gave clients 24/7 access to helpful resources, urgent updates, and subject matter experts.

Vice President, Product Marketing – ADP Compliance Solutions
Led the development and execution of integrated business, product and marketing strategies across 7 business units, including Payroll Tax, Employment Tax, Sales and Use Tax, Payment Solutions, Procure-to-Pay, Unemployment Compensation Management and Garnishment Services.

- Led division strategic planning and market research initiatives to support new product and market opportunities and guide future focus and investments.
- Led brand positioning strategy and execution, ensuring consistent messaging on the value of the brand and ADP solutions. Engaged and directed creative agencies to support highly targeted communications objectives.
- Led the development and implementation of integrated and targeted marketing strategies and programs that delivered meaningful client value propositions and measurable ROI.
- Built and led a high-performing client-focused product marketing organization aligned with business and sales strategic growth programs and revenue goals.

Vice President, Strategy and Market Development (Asia Pacific) – ADP Dealer Services
Established Shanghai (China) regional office and led the development and execution of business strategies for the key Asia Pacific markets of China, Japan, South Korea, Singapore and Thailand.

- Developed the dealer management system (DMS) strategic plan for Asia Pacific, directing market research efforts to identify opportunity space, competitive environment, and risks.
- Created regional product and pricing strategies that captured the ADP DMS value proposition and reflected different local market, economic, and OEM considerations.
- Built relationships with regional influencers within key automaker and automotive dealer organizations and identified and recommended strategic partnerships to drive the brand.

Vice President, Division Marketing – ADP Dealer Services
Led the division marketing organization which included strategic planning, market research, marketing programs, strategic pricing, brand positioning, public relations, trade events and communications across strategic growth areas and business segments.

- Led the business transformation from diverse products and services to integrated solutions that delivered measurable value to targeted market segments and customers.
- Led the development and execution of division marketing strategies that effectively supported product and overall business goals and strengthened the ADP DMS brand.
- Led the creation and implementation of comprehensive and integrated marketing programs that provided powerful value propositions to the automotive dealer and OEM markets.

EDUCATION

Columbia University Graduate School of Business — New York, NY
Master of Business Administration, Marketing and International Business

Ateneo de Manila University — Manila, Philippines
Bachelor of Science, Business Management *cum laude*

CITY OF NAPA

955 School Street
Napa, CA 94559
www.cityofnapa.org

MEETING MINUTES - Final

CITY COUNCIL OF THE CITY OF NAPA

Mayor Scott Sedgley
Vice Mayor Chris DeNatale
Councilmember Mary Luros
Councilmember Bernie Narvaez
Councilmember Beth Painter

Tuesday, January 20, 2026 | **3:30 PM** | **City Hall Council Chambers**

3:30 PM Afternoon Session
No Evening Session

3:30 PM AFTERNOON SESSION

1. CALL TO ORDER: 3:30 P.M.

1.A. Roll Call:

Present: 5 - Mayor Sedgley, Vice Mayor DeNatale, Councilmember Luros, Councilmember Narvaez, and Councilmember Painter

2. PLEDGE OF ALLEGIANCE:

3. AGENDA REVIEW AND SUPPLEMENTAL REPORTS:

City Clerk Carranza announced the following supplemental document:

Item. 6.A. - PowerPoint Presentation.

(A copy of the supplemental document is on file in the City Clerk's department)

4. PUBLIC COMMENT ON NON-AGENDA ITEMS: None.

5. CONSENT CALENDAR:

Approval of the Consent Agenda

A motion was made by Councilmember Luros, seconded by Vice Mayor DeNatale, to approve the Consent Agenda. The motion carried by the following vote:

Aye: 5 - Sedgley, DeNatale, Luros, Narvaez, and Painter

5.A. 014-2026 City Council Meeting Minutes

Approved the minutes from the January 6, 2026 Regular Meeting of the City Council

5.B. 016-2026 Napa County Library Commission Membership

Re-appointed incumbent Molly A. Adams, as a City of Napa Representative to the Napa County Library Commission for a term beginning immediately and ending on January 31, 2029.

5.C. 013-2026 Acceptance of an Amended and Restated Grant of Easement and Agreement

Adopted Resolution R2026-006 (1) accepting Amended and Restated Grant of Easement and Agreement from the Napa Valley Community College District for water facilities, and (2) authorizing the Utilities Director to execute a certificate of acceptance for the Amended and Restated Grant of Easement and Agreement and record said deed at the Napa County Recorder's Office, and determining that the actions authorized by this resolution are exempt from CEQA.

Enactment No: R2026-006

5.D. 017-2026 Emergency Declaration for 36-inch Asbestos Cement Water Transmission Main Replacement

Determined there was a need to continue the emergency action to execute and implement contracts for the construction to replace up to 8,200 linear feet of 36-inch asbestos cement water transmission main.

6. ADMINISTRATIVE REPORTS:

6.A. 456-2025 Financial and Economic Indicator Update, Q4 2025

Brendan Hurley, Economic Development Coordinator, introduced the item.

Dr. Robert Eyler provided the report.

Mayor Sedgley called for public comment.

Kevin LeMasters - posed questions regarding occupancy rates and real estate growth in jobs.

Dr. Eyler responded to questions posed in the public comment.

Discussion was turned over to Council. Individual questions and comments ensued.

A Tradition of Stewardship
A Commitment to Service

Napa County Library

580 Coombs St.
Napa, CA 94559
www.napalibrary.org

Main: (707) 253-4243
Fax: (707) 253-4615

Anthony Halstead
Director of Library Services & Community Outreach

March 17, 2026

Memo

To: Napa County Board of Supervisor
From: Napa County Library Commission
Subject: Library Commission vacancies

On March 05, 2026, the Napa County Library Commission voted to recommend Margaret Woodard for the appointment of a County representative to the Napa County Library Commission for appointment by the Board of Supervisors.

Anthony Halstead
Director of Library Services

Napa County

Board Agenda Letter

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-348

TO: Board of Supervisors

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

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: Napa County Child Abuse Prevention Council 2026 Report

RECOMMENDATION

Receive a presentation on the Napa County Child Abuse Prevention Council 2026 Report. (No Fiscal Impact.)

BACKGROUND

The Child Abuse Prevention Council (CAPC) operates with the contractual support of the Cope Family Center. CAPC operates under the authority of Welfare and Institutions Code Section 18980, Chapter 12.5, the Child Abuse Prevention Coordinating Council Act. The primary purpose of this act is to coordinate community efforts to prevent and respond to child abuse. The mission of CAPC is to establish an effective, cooperative, and coordinated response to end child abuse. One of its objectives is to educate, inform, and recommend child abuse prevention, and child and family-friendly policies to the Board.

In conjunction with the CAPC's work, it annually prepares a report on its activities. This presentation provides an overview of key points and takeaways from the CAPC's report for 2026.

Recommended action: receive presentation on CAPC's 2026 report; no formal action required.

FISCAL IMPACT

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

ENVIRONMENTAL IMPACT

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

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-16

TO: Board of Supervisors

FROM: Brian D. Bordona, Director of Planning Building & Environmental Services

REPORT BY: Brian D. Bordona, Director of Planning Building & Environmental Services

SUBJECT: Approval of Amendment No. 1 to Agreement No. 250315B with Environmental Science Associates

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250315B with Environmental Science Associates to increase the contract amount from $1,613,971 to $6,414,081 for a total increase of $4,800,110 to add the scope of work for the General Plan Update and related Environmental Impact Report and extend the term of the agreement to June 30, 2030. (Fiscal Impact: $4,800,110 Expense; General Fund and Fees; Budgeted; Discretionary) [4/5 vote required]

BACKGROUND

On February 4, 2025, the Board approved Agreement No. 250315B with Environmental Science Associates (ESA) to update the Napa County Baseline Data Report (BDR), an essential first step in the General Plan Update (GPU). The BDR provides a comprehensive assessment of existing land use, environmental, cultural, economic, and social conditions, as well as the County's current regulatory framework. The update incorporates new scientific data, community insights, and best-practice methodologies, ensuring it remains a reliable, contemporary foundation for long-range planning, environmental stewardship, and public engagement.

At the December 16, 2025 Board of Supervisors meeting, Staff presented an update on progress with the BDR and outlined a proposed approach for amending the ESA contract to include the General Plan Update and related EIR. During that meeting, the Board provided direction emphasizing:

- Inclusive and accessible community engagement;
- Meaningful integration of health considerations throughout the update;
- Coordination with regional planning efforts; and
- Flexibility and innovation in both process and plan structure.

Following the meeting, staff and the consultant refined the GPU and EIR scope of work to directly respond to this direction.

Consistent with Board direction, the scope prioritizes a robust, early, and inclusive outreach and engagement program with a strong emphasis on reducing barriers to participation. All engagement activities will be publicly accessible, conducted with Spanish interpretation with opportunities for additional language support, and designed to reach a diverse cross-section of residents and stakeholders including those not typically engaged in planning processes. Engagement strategies emphasize true listening, professionally facilitated discussions, smaller group formats when appropriate, and flexible meeting structures to encourage productive dialogue. To further expand access, community input, and participation, the County will use Social Pinpoint as an interactive, user-friendly online engagement platform.

To address Board concerns regarding community engagement strategies related to the BDR workshops, staff worked with the consultant to add Task 2.5: Initial Outreach and Engagement, which will occur at the beginning of the project. This task focuses on meeting residents, businesses, trade groups, and other stakeholders where they are, through town halls in each Supervisorial District, meetings with stakeholder groups, participation in community events, and direct outreach. Engagement during this phase will be purpose-driven and focused on gathering input about what the community values, the challenges it faces, and its vision for the future. Input gathered during this effort will directly inform the Community Vision Plan Document which is described in Task 3.1.

In response to Board feedback regarding health and equity, the scope was refined to strengthen the Health in All Policies approach across the General Plan. Planning, Building and Environmental Services (PBES) staff and the consultant team met with County Public Health leadership to ensure public health, equity, and environmental justice considerations are fully integrated across all policy areas, reinforcing a holistic and cross-cutting approach to governance and decision-making. This effort will require the support and involvement from County Public Health leadership.

The refined scope also incorporates Board direction to coordinate the GPU with related regional and resource planning efforts, including climate variability, wildfire risk, water security, and economic transition. Climate change projections, water supply resilience, and hazard exposure will be treated as baseline planning considerations, and the Plan will be aligned with relevant County and regional initiatives, including the Regional Climate Action and Adaptation Plan (RCAAP), Groundwater Sustainability Plan (GSP) and related efforts, and adjacent habitat conservation and shoreline adaptation planning initiatives. This coordination ensures the General Plan aligns with broader regional goals and constraints and does not operate in isolation.

In response to continued discussion and Board direction, the scope has also been updated to utilize Topic-Specific Workshops rather than the originally proposed Thematic Advisory Groups (TAGs). This represents a

modest refinement to the engagement approach intended to broaden participation, enhance transparency, and ensure the process remains as inclusive as possible. The project team will convene a series of Topic-Specific Workshops to provide focused forums for community members, stakeholders, and subject matter experts to help shape the vision, policy direction, and implementation framework of the updated General Plan. While the TAG concept envisioned smaller, ongoing focus groups, those bodies would likely have been subject to the requirements of the Brown Act, including significant additional procedural and noticing requirements that could limit flexibility and cause administrative inefficiencies. The Topic-Specific Workshop format maintains the benefit of focused, technically informed discussion while ensuring that all meetings engage thematic experts but are also open to all interested participants and structured to welcome diverse perspectives. This adjustment supports the Board's direction to hear all voices throughout the process and avoid barriers to participation.

In addition, the project will include a series of Countywide Community Workshops designed to provide accessible opportunities for members of the public who may not have subject-matter expertise or may not participate in the Topic-Specific Workshops. These workshops will focus on broader community perspectives and values and will help inform the overall vision and priorities of the GPU throughout the process.

To complement the public workshop engagements and ensure that detailed technical and interagency considerations are addressed, the project team will also convene a Public Agency Working Group (PAWG). The PAWG will consist of County staff and representatives from other public agencies and will provide input on topics within their jurisdiction or area of expertise at key milestones throughout the process.

Together, the Countywide Community Workshops, Topic-Specific Workshops, and the PAWG are intended to balance broad community engagement with more focused technical and interagency coordination to support a successful and robust GPU.

Finally, the refinements maintain flexibility for future Board discussion during the visioning phase regarding the organization and naming of General Plan elements, including potential consolidation or reconfiguration of topic areas. The scope allows for innovative engagement tools, inclusive topic-specific workshops, and technology investments to support a forward-thinking, aspirational, and community-driven GPU.

The total anticipated cost for the General Plan Update and related Environmental Impact Report is approximately $4.8 million, including contingency. Project expenditures are expected to occur over approximately four fiscal years beginning in FY 2026-27, averaging about $1.2 million annually, although spending will vary by project phase. General Plan surcharge fee revenues, currently projected at approximately $550,000 annually, are expected to partially offset project costs. The remaining annual fiscal impact to the General Fund is estimated at approximately $650,000 per year. Staff will monitor expenditures and revenues annually and adjust future budget forecasts as the project progresses.

Staff recommend amending the ESA agreement to add the scope of work for the General Plan Update and

related EIR and to extend the term of the agreement to June 30, 2030. The project total is $4,428,855 with a $371,255 contingency for a grand total of $4,800,110. Detailed information on deliverables, approach, and engagement is provided in the attached scope of work.

Staff will return to the Board later this spring/summer for acceptance of the Baseline Data Report and an update on plans to formally launch the General Plan Update. At the project kickoff, staff will provide additional updates and seek Board direction and priorities regarding project goals and community engagement strategies.

Requested Action:

Approve and authorize Amendment No. 1 to Agreement No. 250315B with Environmental Science Associates (ESA) to add the scope of work for the General Plan Update and related Environmental Impact Report for the amount of $4,800,110, with an effective date of April 14, 2026, with work to commence in July 2026 upon completion of the BDR.

Procedural Requirements:

1. Staff report.
2. Public comment.
3. Motion on the item, second, and discussion of the motion.
4. Vote on the motion.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Discretionary Justification:	This amendment is justified to expand the existing scope to support the necessary General Plan Update and related EIR, ensuring continuity, efficiency, and timeline for project completion.
Is the general fund affected?	Yes
Future fiscal impact:	Expenditures for the GPU and related EIR preparation are expected to continue through June 30, 2030, and will be budgeted accordingly during each budget cycle.
Consequences if not approved:	Failure to approve the amendment would result in project delays, increased expenses, inefficiencies, and lack of continuity from the Baseline Data Report to the General Plan Update.
Additional Information:	County Strategic Initiative: Stewardship & Resilience

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is exempt from CEQA under Section 15262,

which allows feasibility and planning studies for possible future actions that have not yet been approved or adopted.

NAPA COUNTY AMENDMENT No. 1
AGREEMENT NO. 250315B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 14th day of April, 2026, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Environmental Science Associates, an S Corporation whose address is 2600 Capitol Avenue, Suite #200, Sacramento, California, 95816, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, County and Consultant entered into Napa County Agreement No 250315B (the "Agreement") on February 4, 2025, to provide professional services required to execute the update to the County's Baseline Data Report; and

WHEREAS, County and Consultant now wish to amend the Agreement to alter the scope, term, and compensation to include services for the County's General Plan Update.

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1. Scope of Services, is hereby amended to read in full as follows:

   1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibit A and Exhibit A-1 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.

2. Schedule, is hereby amended to read in full as follows:

   1.2 Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A and Exhibit A-1. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in both Exhibit A and Exhibit A-1. Time is of the essence in the performance of the scope of services. In no event shall Consultant be liable for any costs or delays resulting in whole or in part from causes beyond the reasonable control of

Consultant, including, without limitation actions or inaction of County or County's other consultants and contractors.

ARTICLE II – DURATION OF AGREEMENT

3. Term of the Agreement, is hereby amended to read in full as follows:

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2030, or upon completion of the services, whichever occurs first, unless terminated earlier in accordance with this Article.

ARTICLE III – COMPENSATION

4. Amount of Compensation, is hereby amended to read in full as follows:

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

3.1.1 Rates. County shall pay Consultant according to the compensation and fee schedule set forth in Exhibit B and Exhibit B-1.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B and Exhibit B-1. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

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 Million Eight Hundred Thousand One Hundred Ten Dollars ($4,800,110.); 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.

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

/// Remainder of Page Intentionally Left Blank ///

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

Environmental Science Associates

By _____
Dan Dameron, Vice President

By _____
Maury Ballif, Chief Financial Officer

NAPA COUNTY, a political subdivision of the State of California

By_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Laura J. Anderson (e-sign)* Lead Deputy County Counsel Date: April 3, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A-1
SCOPE OF SERVICES

I. Description of Goods and/or Services

Consultant shall provide a comprehensive update to the County's General Plan Update in accordance with the Scope of Services dated April 6, 2026, which is hereby incorporated into this Exhibit by reference.

II. Schedule

Consultant shall perform the Scope of Services in accordance with the schedule set forth in Consultant's Scope of Services which is hereby incorporated into this Exhibit by reference.

EXHIBIT B-1
COMPENSATION AND FEE SCHEDULE

County shall pay Consultant in accordance with the fee schedule set forth in Consultant's Fee Schedule dated April 6, 2026, which is hereby incorporated into this Exhibit by reference.

Scope of Work

The following Scope of Work outlines the comprehensive tasks necessary to successfully complete Napa County's (County) **General Plan Update (GPU) and associated program environmental impact report (EIR)**.

The GPU will modernize the County's 2008 General Plan to reflect new state laws, regional trends, and Board of Supervisors (BOS) strategic priorities, while reaffirming Napa's long-standing commitment to agricultural preservation, environmental stewardship, and community well-being.

The GPU will also address a variety of cross-cutting themes that influence the quality of life and natural environment in Napa County. These themes include public health, equity, resilience, and long-term economic vitality. Accordingly, the update will apply a **Health in All Policies** framework as a cross-cutting lens throughout the General Plan, ensuring that considerations, such as economic development, housing affordability, mobility, climate impacts, environmental quality, and access to resources, are intentionally integrated into policy decisions rather than addressed in isolation.

The GPU will also be informed by realistic assumptions about future conditions, including climate variability, wildfire risk, water security, and economic transition. Climate change projections, water supply resilience, and hazard exposure will be treated as baseline planning considerations, and the GPU will be aligned with relevant County and regional initiatives, including the Regional Climate Action and Adaptation Plan (RCAAP), Groundwater Sustainability Plan and related efforts and adjacent habitat conservation and shoreline planning initiatives.

The EIR will also provide the legally required environmental analysis of the GPU, ensuring the policy framework is both visionary and defensible under the California Environmental Quality Act (CEQA), while supporting informed decision-making by clearly disclosing potential impacts and mitigation strategies.

This scope is designed to ensure that the GPU and EIR processes are:

- **Collaborative** – Engaging the BOS, Planning Commission, staff, topic-specific and community workshops, and the broader community through structured, well-facilitated engagement focused on decision-relevant input.
- **Comprehensive** – Addressing all State-mandated elements of the General Plan, integrating cross-cutting topics, such as climate adaptation, resilience, equity, fiscal sustainability, and public health, and ensuring compliance with CEQA.
- **Flexible and Forward-Looking** – Providing a policy framework that preserves Napa County's legacy while anticipating emerging challenges, such as climate change, wildfire risk, water security, and economic transition.
- **Consistent and Integrated** – Ensuring that all elements are internally consistent, that the General Plan aligns with other County and regional plans and initiatives, and that cross-references among topics strengthen policy integration rather than duplicating efforts.
- **Accessible and Transparent** – Delivering products that are clear, visual and publicly accessible, including maps, graphics, and scenario-based tools that illustrate alternative futures, trade-offs, and consequences to support community understanding and informed decision-making.

The result will be a **modernized, State-compliant, and community-driven General Plan**, supported by a Programmatic EIR, that together will guide Napa County's land use, environmental, social, and economic policies through 2050 and beyond.

The Scope of Work is outlined as follows:

- **Phase 1: New Data Collection and Policy Audit**
  - Task 1.1 Kickoff and Tour of Key Sites
  - Task 1.2 Additional Existing Conditions Analysis
  - Task 1.3 Policy Audit and Retention Review

- **Phase 2: Community Engagement and Facilitation**
  - Task 2.1 Community Engagement Plan
  - Task 2.2 Branding and Templates
  - Task 2.3 Outreach Activities, Social Media, and Newsletters
  - Task 2.4 Website
  - Task 2.5 Initial Outreach and Engagement
  - Task 2.6 Topic-Specific Workshops
  - Task 2.7 Countywide Workshops
  - Task 2.8 Online Surveys/Feedback Forms
  - Task 2.9 Public Agency Working Group (PAWG))
  - Task 2.10 Ongoing Stakeholder Meetings
  - Task 2.11 Board and Commission Study Sessions
  - Task 2.12 Comment Tracking and Response to Comments
- **Phase 3: Land Use Alternatives**
  - Task 3.1 Community Vision Plan Document
  - Task 3.2 Conceptual Alternatives and Concepts
  - Task 3.3 Land Use and Policy Alternatives Report
  - Task 3.4 Land Use Alternatives Analysis
  - Task 3.5 Growth Projections
  - Task 3.6 Preferred Land Use Plan Development
  - Task 3.7 Land Use, Health, and Environmental Justice Policy Framework
  - Task 3.8 Fiscal, Economic, and Agricultural Sustainability Analysis
  - Task 3.9 Transportation Analysis
- **Phase 4: General Plan Development**
  - Task 4.1 Outline and Format
  - Task 4.2 Administrative Draft
  - Task 4.3 Draft
  - Task 4.4 Public Review Draft
  - Task 4.5 Final GPU
- **Phase 5: Environmental Clearance (EIR)**
  - Task 5.1 Project Description and Alternatives Development
  - Task 5.2 Notice of Preparation and Scoping
  - Task 5.3 Prepare Administrative Draft EIR
  - Task 5.4 Prepare Public Draft EIR
  - Task 5.5 Prepare Responses to Comments
  - Task 5.6 Prepare Final EIR
- **Phase 6: Meetings, Hearings, Project, and Data Management**
  - Task 6.1 Public Hearings
  - Task 6.2 Staff Coordination Meetings
  - Task 6.3 Project Administration
  - Task 6.4 Data Management
  - Task 6.5 GIS Specifications

Scope of Work Assumptions

The following are assumptions for the Scope of Work:

- The level of effort for each task is limited to the general number of hours for each task listed in the budget spreadsheet. Environmental Science Associates (ESA) team members may reallocate hours between tasks if individual tasks are completed in less time than anticipated. Any reallocation of hours between tasks must be first presented, discussed, and approved by the County.
- All studies that the ESA team will prepare are identified in the scope of work. Any studies, tasks, deliverables or reports not specifically identified are assumed to **not** be included.
- All County comments to deliverables will be provided as a single set of non-conflicting and actionable comments. Unless agreed upon by ESA, all comments will be provided one time for each deliverable. To the extent feasible, County staff will modify documents prepared by the ESA team using "track changes" in Microsoft Word.
- The number of rounds of review of each document is identified in the scope of work. Additional rounds of review and edits may result in a budget amendment.
- All deliverables will receive internal quality assurance/quality control (QA/QC) review before being submitted to the County and will be substantially complete (which shall mean at least 95% complete) and ready for substantive review.
- Draft deliverables submitted for County review are assumed to be "reviewable drafts." Drafts that contain significant errors, missing sections, omissions, internal inconsistencies, or formatting issues that substantially impede review may be returned for correction and resubmittal and will not count as a formal round of review.

Phase 1: New Data Collection and Policy Audit

The first phase of the Napa County GPU will be built upon the Baseline Data Report (BDR) to ensure that all datasets, maps, and policy foundations reflect the most current conditions, regulatory requirements, and County priorities. This phase also establishes a clear roadmap for coordination, decision-making, and integration of new priorities, such as climate resilience, wildfire protection, and water security.

Task 1.1: Kickoff and Tour of Key Sites

The project will begin with an in-person kickoff meeting with County staff, followed by a driving tour of key sites and planning areas. The kickoff will confirm the project scope, schedule, and deliverables, and provide an opportunity to discuss County goals and expectations for the GPU.

Subtask activities include the following:

- Review and confirm work plan, schedule, and communication protocols.
- Discuss County priorities, including community visioning, climate, housing, agriculture, natural resources, and economic development.
- Discuss the community engagement approach including the flow of engagement activities.
- Conduct a field tour with County staff to discuss opportunities, challenges, and emerging themes (e.g., agricultural preservation, watershed health, wildfire risk, infrastructure, mobility).

Task 1.1 Deliverables

- Meeting agenda, summary notes, and action items.
- Refined project schedule and Scope of Work, if necessary (draft and final).
- Photo log and key findings from field tour.

- Detailed workflow for immediate upcoming tasks (e.g., additional existing conditions analysis, Engagement Plan, branding, website).

Task 1.1 Assumptions

- Kickoff will be one full-day session in Napa County.
- ESA will prepare agenda and materials in consultation with County staff.
- County will coordinate participant invitations and meeting logistics.
- Up to four ESA staff (one in-person/three virtual), four Alta staff (two in-person/two virtual), two BAE staff (one in-person/one virtual), and one Fehrs & Peers staff (one in-person) will attend the kickoff meeting, including General Plan Element leads and management team.
- The ESA team and County staff will have reviewed the scope of work, schedule, and budget as well as the existing General Plan Elements and state requirements prior to attendance at the meeting.

Task 1.2: Additional Existing Conditions Analysis

This task provides flexibility to collaborate with County geographic information system (GIS) and other County subject matter experts to conduct additional existing conditions analysis, as needed, to meet State requirements for the GPU. The need for new analysis may arise if new state legislation, state guidance, or regulatory changes emerge after the BDR is finalized and during the preparation of the GPU. This task is not intended to maintain the currency of data in the BDR. The additional existing conditions analysis can also be used to conduct multi-layered analysis using existing data to address any new questions that arise during the process. Any new geospatial data collected as part of this task will be integrated into the Napa County Baseline Data Explorer web application for use across tasks.

Task 1.2 Deliverables

- Supplemental technical analysis, geospatial datasets, and findings to support the GPU and EIR.
- Updates to GIS data as needed (see GIS-related assumption below).
- Updates to Napa County BDR Explorer web application.

Task 1.2 Assumptions

- The extent of updates is unknown at this time, so while the budget reflects the need for some existing conditions analysis and updates across topics, ESA may need additional contingency funding depending on the level of new analysis and geospatial mapping required.
- Planning, Building & Environmental Services (PBES) GIS staff will be responsible for maintaining currency of data sources for which they are the owners, including data previously supplied to County by ESA. ESA will be available to support the County by providing guidance on updates available from previously used sources. New or significantly modified data resulting from the GPU process will be provided to the County in complete form, including compliant metadata.

Task 1.3: Policy Audit and Retention Review

Before drafting new policies, the ESA team will conduct a systematic review of the existing General Plan (2008) and other County policies and ordinances to identify which policies remain current in accordance with State requirements or are anticipated to require revision to be consistent with and build upon planning efforts that have been completed since 2008 or are in process. This review will also evaluate consistency and coordination with policies and plans of incorporated jurisdictions within the County and relevant regional agencies to minimize conflicts and support alignment on shared issues. In addition to providing a preliminary identification of goals and policies, the audit will ensure continuity while modernizing the policy framework to reflect new State mandates and County priorities. This policy audit will also help inform the vision and BOS priorities and ultimately determine the magnitude of the GPU. The deliverable

will be a document, organized by topic or General Plan Element, which will include all goals, policies, and actions from the existing General Plan and other policies and plans that are still relevant today and should be included in the updated General Plan.

Subtask activities include:

- Develop a policy audit matrix comparing existing policies with:
  - Relevant State legislation including, but not limited to, Senate Bill (SB) 1000, SB 379, SB 743, SB 932, SB 375, and Assembly Bill (AB) 98. (Note that there are nearly 300 planning-related laws that have passed in the last 5 to 10 years. This effort will focus on the most relevant for the County but will not include a full survey of all legislation.)
  - Office of Planning and Research General Plan Guidelines (2017) and any "in-process" version of the revised General Plan Guidelines that is publicly available.
  - County strategic priorities (e.g., ag preservation, climate, mobility, housing, equity).
- Flag policies for Retain / Revise / Retire / Replace.
- Review and assess consistency with the incorporated areas within the County's general plans, specific plans, and regional agency plans (e.g., transportation, housing, climate) to identify areas of alignment, potential conflict, and opportunities for coordination.
- Cross-reference with Housing Element (2023), Safety Element (2023), Circulation Element (2019), Airport Land Use Compatibility Plan (2024), RCAAP and related initiatives, Shoreline Adaptation Plan, and Hazard Mitigation Plans as well as relevant plans from incorporated areas within the County and regional agencies to avoid duplication, ensure consistency, and identify opportunities for alignments.
- Include policy direction from other topic-specific plans, ordinances, and regulations adopted since the previous General Plan (2008).
- Identify gaps in addressing issues identified in the BDR key findings.
- Share preliminary findings with County staff, Topic-Specific Workshops (TSWs) and Public Agency Working Groups (PAWGs) for feedback.

Task 1.3 Deliverables

- Policy Audit Matrix for each chapter. (Excel and/or word + summary memo [draft and final.])
- Presentation of findings for staff, TSWs), and PAWG discussion.

Task 1.3 Assumptions

- Audit will focus on substantive policy content rather than formatting.
- County staff will provide existing General Plan policies in editable format.
- This task follows the first Topic-Specific Workshops and first round of community workshops and survey to ensure that policies are reviewed against the agreed upon issues and opportunities.

Phase 2: Community Engagement and Facilitation

Task 2.1: Community Engagement Plan

Alta will prepare a Community Engagement Plan to guide the GPU. This strategy will take a Health in All Policies approach and will include details about each of the engagement events in the scope (including any changes or alterations emerging from the kickoff meeting, or changes that may occur if determined to be necessary to better engage with the public). The Community Engagement Plan will include the following:

- Provide a summary overview of the project engagement strategy by phase and task, clearly outlining the engagement focus and objectives at each stage and aligning the engagement schedule with key dates.

- Outline outreach, communications, and engagement roles and responsibilities.
- Outline the communication strategies, cadence, and format (e.g., email, social media) for each engagement type (e.g., Topic-Specific Workshops, Community Workshops, surveys, Planning Commission meetings and BOS meetings).

In addition to the above, Alta will prepare a matrix of engagement tasks with a timeline for each major phase of engagement. This will include details regarding the timing and schedule of all community engagement events and activities, including dates, times, location, timing of notifications to be sent and by whom, and more. Unlike the Engagement Plan (which is a static document prepared at the beginning of the project), the matrix of engagement tasks will be updated up to five times during the project and will include significantly more detail on the tasks, responsibilities, and dates for each engagement task.

Task 2.1 Deliverables

- Community Engagement Plan (draft and final).
- Event planning grid/timeline template, populated for each activity at time of planning.
- The matrix of engagement tasks will be updated up to five times during the project

Task 2.1 Assumptions

- The Engagement Plan will not be updated on a regular basis. It will be prepared at the beginning of the project and referenced throughout.

Task 2.2: Branding and Templates

Alta will prepare unique branding materials for the project and templates to be used by the entire ESA team, drawing on ESA templates from the BDR, updating to align with new logos or other relevant components from Alta. This will include a color palette, project logo, and document templates for a variety of deliverables. All public materials related to this project will be produced using these branded templates and must align with Napa County's Brand Guidelines to ensure consistency across all communications.

Task 2.2 Deliverables

- Branding sheet including a color palette and logo (draft and final).
- Document templates for PowerPoint presentations, Word documents, meeting agendas, meeting notes, workshop boards, and meeting announcements. Templates will comply with WCAG AA accessibility standards.

Task 2.2 Assumptions

- Alta will build off the County branding guide. questionnaire.
- County staff will complete Alta's branding

Task 2.3: Outreach Activities, Social Media, and Newsletters

During this task, Alta will work with Countywide Communications to reach out to the community about the GPU and opportunities for engagement. The work in this task will build off the outreach efforts that occurred during the BDR process.

Task activities include the following:

- Eight newsletters (1–2 pages each), distributed quarterly at key milestones in the process. The first newsletter will be a project "fact sheet" that describes the GPU process and how community members can get involved.
- Flyers for each workshop (three total) for distribution around the county (by County staff). Flyers will be provided in English and Spanish.

- Create and maintain an email database through Social Pinpoint to distribute newsletters and announce workshops, hearings, and surveys.

Task 2.3 Deliverables

- 1–2-page project newsletters (8x) – Draft and final.
- Flyers announcing each workshop (3x) – Draft and final.

Task 2.3 Assumptions

- County staff will be responsible for distributing flyers throughout the county, managing all social media, and coordinating with other departments to promote General Plan engagement activities. This includes sharing information through County newsletters and BOS communications.
- Alta will use the County's Social Pinpoint account for public engagement, email database management, and surveys.
- Alta will prepare draft social media content. County Communications will review, finalize, and post the content on official County platforms including department or BOS newsletters.
- County staff will be responsible for coordinating with the media, including news releases and advertising and maintaining the email database.
- All materials developed for this project that are public facing will comply with applicable WCAG AA accessibility standards

Task 2.4: Website

Alta will use the County's Social Pinpoint account to create and maintain an interactive project website for two-way communication. The Social Pinpoint website will include project information, background resources, frequently asked questions (FAQs), and other information. The Social Pinpoint website will also include an interactive component, such as sign-up for more information, a comment feature, links to questionnaires, and links to online workshops. The website will be regularly updated through plan development.

In addition, Alta will develop content for a GPU landing page on the County's website. This will include basic information on the project, notices about upcoming engagement activities, and a link to the Social Pinpoint project website. County staff will be responsible for the actual updates to the County website using content provided by Alta.

Subtask activities include the following:

- Developing an outline and wireframe for the website.
- Preparing preliminary website content.
- Preparing regular and timely content updates for the project website.
- Preparing content for a landing page for the GPU on the County website (draft, final, and regular updates throughout the project).

Task 2.4 Deliverables

- Website Outline – Draft and final.
- Preliminary Social Pinpoint website – Draft and final.
- Quarterly updates to Social Pinpoint project website.
- Initial content for the GPU landing page on the County website (draft and final).
- Quarterly updates to the GPU landing page throughout the project.

Task 2.4 Assumptions

- Alta will develop a project website using the County's Social Pinpoint account. County staff will provide Alta staff with access to the Social Pinpoint account.

- County staff will develop a GPU landing page on the County website. Alta will provide content, and the County will be responsible for updating the content using information provided by Alta.
- The website will have translation using Social Pinpoint's built-in features.
- The website will be prepared using WCAG AA standards.

Task 2.5: Initial Outreach and Engagement

This task will occur at the beginning of the project. The purpose is to meet with as many residents, businesses, trade groups, and other stakeholders as possible to inform them about the GPU and to discuss their issues, opportunities, and vision for the County. A key focus of this phase of engagement is to reach residents and stakeholders who are not typically engaged in the planning process. The intent is to get people interested in and engaged in the update process as early as possible and to build a comprehensive database of potential participants in the process. Additionally, the conversations will be a direct input to the Community Vision Plan Document (Task 3.1).

Based on past experience, this initial phase of work is the best time to engage the widest variety of stakeholders. Activities during this phase may include the following:

- Town Hall meetings in each of the BOS Districts.
- Individual meetings with stakeholder groups.
- Attendance at community events.
- Phone calls to stakeholder groups.

During these conversations, the ESA team will do the following:

1) Inform participants about the purpose and value of a GPU.
2) Ask participants the best ways to engage with County stakeholders.
3) Ask three broad questions that will help to create the Community Vision Plan Document (Task 3.1):
    a. What do you love and cherish about the County that you want to maintain?
    b. What are the issues and challenges in the County?
    c. What is your vision for the future?

The result of this task will be a summary report of the results of engagement.

Task 2.5 Deliverables

- Summary Report (draft and final).
- PowerPoint presentation for Town Halls (draft and final).
- Summary notes from Town Halls (draft and final).
- Other deliverables as needed to achieve the outcomes of the task.

Task 2.5 Assumptions

- Since the specific activities of the ESA team will be determined in discussions with County staff, the ESA team has budgeted a maximum number of hours for the activities.
- County Staff will be active partners in the activities.
- BOS's Offices will organize town hall meetings, which the ESA team will attend. The ESA team will assist with meeting logistics and facilitation.

Task 2.6: Topic-Specific Workshops (TSWs)

To support inclusive and technically informed input on the GPU, the ESA team, in collaboration with County staff, will convene a series of TSWsthroughout the project. These workshops will provide a focused forum for community members and subject matter experts to help shape the vision, policy direction, and implementation framework of the GPU.

Five topic areas will be established. Each topic will convene on five occasions at key project milestones, for a total of approximately 25 meetings (5 topics × 5 milestones). All meetings will be publicly noticed through Social Pinpoint and will be open to the public. The format is intended to support consistent participation by individuals with specific expertise or interest in a topic area.

Each workshop series will build on prior discussions and advance from existing conditions and policy review through visioning, alternatives development, preferred plan direction, and review of the Draft GPU and EIR.

For efficiency, meetings will be scheduled over two to three consecutive days, with staggered times to allow participation across topics. Two meetings per topic will be held in person and three will be virtual.

Each Topic-Specific Workshop will be led by the designated topic lead (identified below) with support from County staff. Alta will provide facilitation for all meetings to ensure consistent meeting management and productive discussion.

The proposed Topic-Specific Workshops and the subtopics covered are listed below:

1. **Land Use and Community Character TSW (Alta lead)** – Proposed land uses, growth management, community design, Measure J/P, new employment uses, noise, and historic and cultural resources.
2. **Agriculture and Working Lands TSW (ESA lead; BAE support)** – Agricultural preservation, Measure J/P, potential conflicts between agriculture and other land uses, and economic development.
3. **Resource Management, Climate, and Water TSW (ESA lead)** – Conservation and open space, habitat and biodiversity, water quality and watershed protection, climate resilience (SB 379), habitat connectivity and wildlife corridors (AB 1889), equitable park access (SB 1425), carbon sequestration, and scenic resources.
4. **Mobility and Infrastructure TSW (Fehr & Peers lead; ESA support)** – Multimodal transportation (roadways, transit, active transportation), goods movement and truck routes (AB 98), vehicle-miles traveled (VMT) reduction and SB 743 compliance, safe systems policies (SB 932), broadband and digital equity, renewable energy and utilities infrastructure, and green infrastructure for stormwater.
5. **Environmental Justice, Health and Equity (Alta lead)** – Disadvantaged Community identification, pollution burden, health outcomes, social equity, access to healthy foods, and equitable access to parks and open spaces.

Each Topic-Specific Workshop will convene at **five major milestones**:

- Introduction, Roles/Responsibilities, and Review of Existing Policy (Phase 1).
- Vision and Guiding Principles (Phase 2).
- Policy and Physical Alternatives (Phase 3).
- Preferred Plan Direction (Phase 4).
- Draft GPU and EIR (Phases 5 and 6).

This results in approximately **25 Topic-Specific Workshops (5 groups × 5 milestones)** over the course of the project.

Task 2.6 Deliverables

For each meeting, the ESA team will provide the following:

- Meeting approach and agenda (including messaging bullets for each event).
- PowerPoint presentation (if needed).
- Summary notes and action items, if any.
- Interpretation at each TSW.

Task 2.6 Assumptions

- All meetings will be publicly noticed and open to the public. The County is responsible for public noticing.

- Meetings are designed for participants with familiarity with the topic. Broader public participation will occur through countywide workshops, surveys, and other engagement activities.
- Materials will be distributed in advance, and participants will be expected to review them prior to each meeting.
- The ESA team will provide meeting materials, summaries, and comment tracking.
- A senior Alta staff member will facilitate all meetings.
- County staff will attend meetings and assist with logistics, technical input, and other supportive roles as needed.
- Two meetings per topic will be in person and three will be virtual.
- Meetings may be held on two to three consecutive days to reduce travel costs and improve coordination.
- Alta will track attendees for TSWs.

Task 2.7: Countywide Workshops

The ESA team, led by Alta, will prepare for three rounds of countywide workshops on the GPU process. Each round of workshops will include one in-person meeting and two virtual meetings (for a total of three meetings per round). The workshops are intended for members of the public who are not experts in any specific topic and will likely not participate in the Topic-Specific Workshops described in Task 2.6. The following are the expected topics of the community workshops:

1. **Vision, Goals and Outcomes** – This meeting will focus on reviewing a broad vision statement and topic-specific goals and outcomes. This workshop will occur after initial outreach (such as meetings with stakeholder groups) have occurred.
2. **Plan Framework** – These workshops will focus on presenting and receiving feedback on the proposed direction for all topics of the General Plan. The workshop will be held as an open-house-style workshop with a presentation followed by stations.
3. **Draft General Plan and EIR** – This open house workshop will allow participants to review and provide structured feedback on the Draft General Plan and Draft EIR.

Task 2.7 Deliverables

- The following will be prepared for each meeting:
  - Meeting flyer (in email, printed and social media templates);
  - Agenda;
  - Presentation;
  - Up to six unique boards or interactive activities;
  - Summary notes;
  - Spreadsheet of individual comments by participants; and
  - Recordings (for virtual meetings only).
- Attendance of up to four ESA team members at each workshop.

Task 2.7 Assumptions

- Alta staff will facilitate each meeting.
- County staff will assist with meeting logistics, including securing facilities, and pay food, childcare, meeting facility costs, and other expenses (other than printing) associated with the workshop based on what is deemed applicable.
- Alta will prepare and print up to six boards for each meeting. Additional design of materials and printing can occur at an added cost.
- Materials will be prepared to WCAG AA standards.
- ESA will use a third-party interpreter to provide live interpretation.

- The agenda, boards, and handouts will be translated into Spanish. The PowerPoint presentation will not be translated into Spanish.

Task 2.8: Online Surveys/Feedback Forms

The ESA team will prepare content for online surveys and/or feedback forms at three points during the process. Each will be available online using the County's Social Pinpoint application. The current expectation is that the three surveys will occur at the following phases of work:

1. Vision and Goals – This survey will allow participants to review and provide feedback on the vision statement, project goals, and outcomes.
2. Alternatives – This survey will allow participants to provide feedback on land use and policy alternatives and will be supported by the Alternatives Briefing Book.
3. Policy Direction – The ESA team will prepare a single survey or a series of topic-specific surveys to obtain feedback on proposed direction of the General Plan.

Task 2.8 Deliverables (for each survey)

- Draft surveys in Microsoft Word.
- Screencheck final surveys in Social Pinpoint.
- Summary report for each survey that includes a 3–5-page summary of key takeaways and topline results and detailed responses.

Task 2.8 Assumptions

- The surveys will not be statistically valid.
- All surveys will be online and in English (Social Pinpoint will allow for translation into other languages).
- Paper versions, including preparation and entering data, can be included for an additional cost.
- Survey results will present basic information and will not include any cross-tabulations of data.

Task 2.9: Public Agency Working Group (PAWG)

ESA will convene a Public Agency Working Group that consists of County staff and other public agencies to provide feedback on the project on those matters within that public agency's jurisdiction or area of expertise at key points during the process. Other ESA team members will attend meetings if needed to address specific topics. The PAWG will meet up to five times at points during the process. In some instances, a meeting may consist of a series of topic-specific serial meetings to allow for more focused conversations.

Task 2.9 Deliverables

- Agenda, PowerPoint presentation, and summary notes for each meeting (up to five meetings).

Task 2.9 Assumptions

- Meetings will be held virtually.
- County staff will coordinate with PAWG members between meetings.
- Attendees will be limited to government staff operating in their official capacity.
- Up to 14 ESA team staff will attend these meetings to cover all Elements of the GPU (seven Elements, two staff each).

Task 2.10: Ongoing Stakeholder Meetings

The ESA team will meet informally with external or internal stakeholders throughout the process on an as-needed basis to coordinate data needs and/or policy guidance related to the GPU and EIR. The number of meetings will vary based on the complexity, number of participants, preparation of materials, and whether the meeting is in-person or virtual. The

ESA team will maintain the list of stakeholders and may consult with County staff as to appropriate stakeholders to meet with depending on the topic and need. A budget allowance is included for this task.

Task 2.10 Deliverables

- Meeting notes from each meeting.

Task 2.10 Assumptions

- The number of meetings for this task is flexible and will be used on an as-need basis.

Task 2.11: Board of Supervisors and Planning Commission Study Sessions

The ESA team will plan and facilitate up to three Planning Commission (PC) and up to four BOS meetings during the project to provide updates and receive direction on the GPU. ESA's assumption is that the meetings will focus on the following topics:

1. **Project overview and Engagement Plan review** – This meeting will allow the BOS to share their initial thoughts about the goals of the project and the approach to engagement. This meeting will be a project kickoff meeting in advance of the initial community outreach and engagement in advance of the visioning stage.
2. **Vision, goals, and outcomes** – At this meeting, the ESA team will present the vision, goals, and outcomes developed through extensive community engagement. The PC will review these materials first to provide detailed feedback and help refine the framework. The ESA team will next present the BOS with the refined materials and request feedback and direction.
3. **Preferred plan direction** – At this meeting, the ESA team will present to the BOS the preferred land use approach and other key policy directions developed through the engagement process. This step will occur prior to the ESA team preparing the Draft GPU.
4. **Draft General Plan and EIR** – After the release of the Draft General Plan and EIR, the ESA team will hold a study session with the PC and BOS. This meeting will include an overview of the documents and allow PC and BOS members to provide initial feedback. The meetings will also provide the public with an additional opportunity to provide public comments on the document.

Task 2.11 Deliverables

- A PowerPoint presentation for each round.
- Preparation of draft staff reports for each round.
- Attendance at each meeting.
- Summary notes from each meeting.

Task 2.11 Assumptions

- A single presentation will be created for each round; modifications may be made between the Planning Commission and the BOS meetings if there are additional slides that need to be added to reflect Planning Commission recommendations to the BOS.
- Up to two ESA team staff members will attend and present at each meeting in person.
- County staff will review and finalize the staff report for each round.

Task 2.12: Comment Tracking and Response to Comments

Throughout the process, the ESA team will develop a comment tracking spreadsheet to document individual comments from engagement activities. This spreadsheet will be updated throughout the process and published at major phases. Working with County staff, the ESA team will develop a menu of four to six standard responses (e.g., "incorporate," "not

relevant for the GP") and apply a basic response for each comment. This comment tracking spreadsheet will be in addition to summary notes from each individual engagement event or series of events. *(Please note that the total number of comments and level of detail of each comment is highly variable during a General Plan process. Given the number of engagement activities, the County should expect thousands of individual comments each requiring a response. This will take a significant amount of County and ESA team resources.)*

Task 2.12 Deliverables

- Draft comment tracking template with standard responses (two versions).
- Updated spreadsheet at six points during the process and following each round of engagement activities.

Task 2.12 Assumptions

- County staff will assist with adding comments to the spreadsheet, reviewing individual comments, and providing responses.
- Each subject matter expert on the ESA team will be responsible for providing direction on comments for their chapter/topic.
- Detailed responses to comments are not included in the scope and budget.
- Except for workshops, all comments will be received in typewritten form either through surveys, "whiteboard" activities during virtual workshops, or comment forms through the Social Pinpoint website. The ESA team will not be responsible for transcribing comments or letters emailed to the County.
- Due to the volume and level of detail of the anticipated comments, the ESA team has identified a maximum number of hours for providing responses to individual comments. Any level of effort beyond this number of hours will require a budget amendment.

The following information summarizes the ESA team's assumptions on meeting attendance for Tasks 2.6, 2.7, 2.9, and 2.10. An "L" indicates that the firm is leading or co-leading the content for the meeting. An "S" means that the firm is attending and providing support and/or expertise. An "F" means the firm is the lead facilitator for the meeting. A number indicates the number of meetings of that type that the firm is attending.

TASK	ESA	ALTA	BAE	F&P	NOTES/COMMENTS
2.10 Ongoing Stakeholder Meetings *(number of meetings is based on total hours)*	L	L	S	S	Firms will participate up to the hours in the project budget.
2.6 Topic-Specific Workshops (5x)	5	5	5	5	
Land Use and Community Character		L, F			
Agriculture and Working Lands	L	F	S		Assumes that BAE will attend three of the meeting.
Resource Management, Climate, and Water	L	F			
Mobility and Infrastructure	L	F		L	Roles will be split between ESA and F&P.
Environmental Justice and Equity		L, F			
2.7 Countywide Workshops *(three rounds with each round held at one in-person location and two virtual for three total meetings per round)*	3	3	2	2	Alta will lead all workshops with technical support from ESA team members as needed; ESA will provide up to two staff members at each workshop.
Vision, Goals, and Outcomes	S	L			
Plan Framework	S	L	S	S	F&P and BAE will each attend one in person and two virtual meetings.
Draft General Plan and EIR	S	L	S	S	F&P and BAE will each attend one in-person and two virtual meetings.
2.9 Public Agency Working Group *(5x)*	L, 5x	S, 5x	S, 2x	S, 2x	The topics of the working groups will be decided during the project.
2.11 Board of Supervisors and Planning Commission Study Sessions					Each round has two meetings: one PC meeting and one BOS meeting.
Project Overview and Engagement Plan (2)	S	L			
Vision, Goals, and Outcomes (2)	S	L			
Preferred Plan Direction (2)	S	L	S	S	
Draft General Plan and EIR (2)	S	L		S	

Phase 3: Land Use Alternatives

Task 3.1: Community Vision Plan Document

Alta will prepare a new or updated vision statement guiding principles and project goals by topic that identifies the community values (i.e., key community characteristics to preserve) and core components of the community's vision for the County of Napa in the future. The Community Vision Plan document will include identified cross-cutting themes that could include topics, such as agricultural preservation, preservation of natural resources and watershed protection, "health in all policies," sustainability, equity, and economic development.

The first draft of the vision statement, guiding principles, and goals will be based on the results from the initial community engagement, including Town Hall meetings, stakeholder meetings, and the TSWs. After County staff review the document, the ESA team will present the information to the BOS for comment and review. The vision statement, guiding principles, and goals will be the foundation for the GPU process.

Task 3.1 Deliverables

- Community Vision Plan (Draft, Second Draft, and Final).

Task 3.1 Assumptions

- None.

Task 3.2: Conceptual Alternatives and Concepts

The ESA team will develop a series of conceptual alternatives and concepts for how the Vision and Guiding Principles can be implemented over time. This task will start with a ESA team/County staff working meeting to explore what ideas and topics should be part of the alternatives. The topics will include both physical changes (such as land use designation modifications) or policy changes that affect the character and quality of life in the County. Conceptual alternatives will be developed within Napa County's established growth management and agricultural protection framework, including Measure J and Measure P, and will be designed to test decision-relevant trade-offs and consider health impacts rather than propose rezoning of protected agricultural lands.

Potential topics include the following:

- Climate reality assumptions – Use of climate projections and variability to inform alternative concepts, including implications for future vineyard development, ecosystem health, and community vulnerability.
- Agriculture and working lands. Differentiated concepts addressing vineyards, wineries, and visitation/marketing activities to reflect on-the-ground realities and distinct resource implications (e.g., traffic, water demand, groundwater recharge, and water quality).
- Water security and watershed resilience – Portfolio-based strategies that consider groundwater sustainability, surface water, recycled water, conservation, storage, and interagency coordination, including planning considerations both within and outside the groundwater basin.
- Mobility and infrastructure shifts – e.g., VMT reduction, multimodal improvements, truck routes per AB 98, Safe Systems policies per SB 932.

Concepts will be paired with clear, visual storytelling to illustrate 'what could change' and 'what could remain' under different policy pathways. This information will be reviewed by County staff, the TSWs, and the PAWG. Review materials will be prepared to clearly communicate assumptions, constraints, and the key questions each concept is intended to answer. Following feedback from these groups, the alternatives and concepts will be included in Task 3.3: Land Use and Policy Alternatives Report.

Task 3.2 Deliverables

- Agenda for working meeting.
- Virtual working meeting.
- PowerPoint presentation with conceptual alternatives and concepts.
- Refined PowerPoint presentation with conceptual alternatives and concepts.

Task 3.2 Assumptions

Agenda for working meeting

Task 3.3: Land Use and Policy Alternatives Report

The ESA team, led by Alta, will prepare a Land Use and Policy Alternatives Report. This report will document and expand upon the conceptual alternatives prepared in Task 3.2 and will incorporate the summary of the alternatives analysis from Task 3.4. The report will be used during the community engagement process to seek input from the public on the land use and policy direction for Napa County. The report will emphasize clear, visual communication of choices and trade-offs, including scenario-based storytelling that illustrates how the County's landscape and communities could evolve—or remain largely unchanged—under different policy directions.

Task 3.3 Deliverables

- Visual and descriptive representation of alternatives for identified areas (Draft and Final), including scenario-based graphics and narrative that clearly communicate key assumptions, constraints (including Measures J and P), and trade-offs.
- Land use designations table (Draft and Final).
- Memo summarizing analysis of opportunity sites/corridors (Draft and Final).
- Summary presentation of the land use alternatives.
- GIS data from the UrbanFootprint platform identifying proposed changes to land use designations for each alternative (See Task 3.4 below for description of tool).

Task 3.3 Assumptions

- The conceptual alternatives prepared in Task 3.2 will be used as the base for analysis.

Task 3.4: Land Use Alternatives Analysis

Concurrent with the above task, the ESA team will prepare a "matrix-level" analysis of the land use alternatives to enable the community to understand the distinctions and trade-offs among the alternatives. The matrix will be designed to support transparent decision-making by clearly documenting assumptions and highlighting trade-offs across priority lenses, including Health in All Policies, climate resilience, and long-term water security. The Alta team will use UrbanFootprint, a data-driven geospatial decision-support tool (https://urbanfootprint.com/), to model the alternatives and to compare and contrast the alternatives across land use, transportation, and environmental impacts metrics. Specific topics that may be addressed include the following:

- Land use mix, including land use by type and intensity (e.g., winery production capacity in gallons, number of tours and tasting visitors, and marketing events).
- Acreage of agricultural development and corresponding changes in land cover types.
- Development in critical environmental and hazard-prone areas.
- Transportation impacts including VMT per capita.
- Greenhouse gas (GHG) impacts including total GHG emissions and GHG per capita.
- Water security indicators or screening metrics, as feasible at a programmatic level (e.g., comparative implications for water demand drivers, watershed health, and alignment with the County's water portfolio and groundwater sustainability efforts).
- Energy use per household and per capita.
- Access to destinations, including parks and community centers.

The UrbanFootprint software uses a wide variety of data and tools for analysis. Prior to beginning the work, the ESA team will review the data sources and methodologies with County staff. This will include updating the UrbanFootprint base canvas (i.e., existing land uses) to ensure that the "on-the-ground" data is correct. The methodology review memo will prioritize transparency by summarizing key data sources, limitations, and how the tool reflects local "on-the-ground" conditions and County-provided datasets.

Task 3.4 Deliverables

- Memo analyzing and documenting the review of UrbanFootprint, detailing its data source and methodologies.
- Updating the UrbanFootprint base canvas, ensuring the "on-the-ground" data is correct and accurately quantifies land use changes under each alternative.
- Presentation summarizing the UrbanFootprint analysis of the land use alternatives.
- GIS data outputs resulting from alternative analyses in UrbanFootprint, including GIS maps and supporting data.

Task 3.4 Assumptions

- The outputs from UrbanFootprint allow for a quantitative comparison between the alternatives and are based on available datasets.
- The ESA team will review the datasets and assumptions with County staff prior to running the analysis.
- County staff will review the base canvas to ensure the existing land uses in UrbanFootprint match the on-the-ground conditions. Alta will be responsible for making the changes in UrbanFootprint based on updated GIS data provided by County staff. Alta will provide base canvas data in a GIS format suitable for review in County GIS systems.

Task 3.5: Growth Projections

Alta will prepare residential and non-residential (e.g., winery, tourism, and vineyard) growth projections for the General Plan and EIR. This process will evaluate growth identified from Association of Bay Area Governments, the Housing Element, the State Department of Finance, and California Department of Transportation, among others. Using these as parameters, Alta will create a unique growth projection that meets the vision identified through this process. These growth projections will be used to evaluate impacts in the EIR. Growth projections will be developed with consideration of climate variability and resource constraints, including water security assumptions consistent with the County's portfolio-based planning and groundwater sustainability efforts.

In addition to general residential and employment projections, the growth analysis will include potential future agricultural development that is specifically focused on trends in winery expansion and vineyard development, including representative ranges of production scale (e.g., wine production in gallons), visitor activity, and employment based on available land capacity, General Plan land use policy options, recent County permit data, and market trends.

These agricultural projections will inform impact assessments related to water supply and quality, biological resources, traffic, community character, health access, and other relevant topic areas. These projections will also help determine whether additional General Plan policies or mitigation measures are warranted to offset such impacts.

Assumptions for winery and vineyard growth will be developed in consultation with County staff, stakeholder interviews, and data provided by the County and other sources including County winery use-permit data, agricultural production reports, and recent development trends. These assumptions will be refined and validated through consultation with industry experts and/or knowledgeable specialists to ensure they reflect realistic market and operational conditions. All projections will be generalized to a programmatic level suitable for countywide policy and CEQA analysis, rather than parcel-specific siting.

Task 3.5 Deliverables

- Draft and Final Growth Projection Memo and corresponding GIS analyses to quantify and illustrate modeled projections from a spatial perspective (including housing units by type, and generalized winery production volumes, visitor activity, and vineyard acreage trends, which will feed into the traffic and environmental analyses).
- Matrix of growth projections by Travel Analysis Zones (TAZs) (assumes three rounds of review by County staff).

Task 3.5 Assumptions

- Assumptions for winery and vineyard growth will be developed in consultation with County staff, stakeholder interviews, and data provided by the County and other sources including County winery use-permit data, agricultural production reports, and recent development trends. These assumptions will be refined and validated through consultation with industry experts and/or knowledgeable specialists to ensure they reflect realistic market and operational conditions.
- All projections will be generalized to a programmatic level suitable for countywide policy and CEQA analysis, rather than parcel-specific siting.

Task 3.6: Preferred Land Use Plan Development

Through input from public workshops, County staff, and the Planning Commission, as well as BOS direction, the alternatives for the identified areas will be vetted, discussed, and evaluated. With clear direction from the BOS, the preferred land use alternative for each of the identified areas will be prepared and summarized in a presentation format. This presentation will include a land use map, summary of land use designations, and development intensity. The preferred plan direction will be accompanied by a concise summary of how the selected approach advances the Vision and Guiding Principles and reflects key BOS priorities, including agricultural preservation, Health in All Policies, resilience, and long-term water security.

Once the preferred land use alternative for each of the identified areas is identified, the Alta team will conduct a final analysis in UrbanFootprint using the same metrics as in Task 3.4.

Task 3.6 Deliverables

- Presentation summarizing the preferred land use alternative.
- Updated land use designations table (Draft and Final).
- GIS data identifying preferred changes to land use designations, including development intensity.

Task 3.6 Assumptions

- The outputs from UrbanFootprint allow for a comparison between the alternatives and are based on available datasets.
- The preferred land use alternative will be vetted with TSWs, PAWG, as well as PC and BOS.

Task 3.7: Land Use, Health, and Environmental Justice Policy Framework (Alta)

Based on the input received in this phase from the community, TSW, PAWG, PC, and BOS, Alta will then prepare policy framework for land use and for health and environmental justice. The policy framework will summarize policy drivers (e.g., key findings from the BDR analysis, State requirements, community priorities) and include draft goals and policies as well as initial ideas for implementation actions. This policy framework will use a Health in All Policies lens to ensure that decisions made in the future consider the potential impacts on the health and welfare of the residents of Napa County.

The policy framework will follow the format approved in Task 4.1.

Task 3.7 Deliverables

- Land Use and Health and Environmental Justice Policy Frameworks (goals, policies, and implementation actions) – Draft and Final.

Task 3.7 Assumptions

- The land use policy and health and environmental justice frameworks will be incorporated in the Administrative Draft of the General Plan (see Phase 4).

Task 3.8: Fiscal, Economic, and Agricultural Sustainability Analysis

Even if the GPU does not introduce major new growth areas, it is important to confirm the fiscal, economic, and agricultural implications of continuing existing land use patterns with only modest adjustments. This task will provide a concise assessment of how the County's current and anticipated development trajectory affects its long-term fiscal health, economic vitality, and agricultural sustainability. The analysis will help validate whether existing policies are sufficient or whether refinements are needed to ensure resilience through 2050. The analysis will also help inform the future direction of the county's economy and its interconnected industries.

Subtask 3.8.1: Fiscal Health Check (BAE)

BAE will prepare a fiscal impact analysis for the preferred land use alternative, based on estimates of the net new development, by land use type, which the land use plan would accommodate. Alta will provide the land use assumptions, including new residential units by type (e.g., single-family, multifamily residential units, retail, lodging, industrial/winery square feet, producing acres). BAE will develop a fiscal impact model based on the current County of Napa budget for general purpose revenues and expenditures. The analysis will primarily rely on the use of average cost and revenue multipliers, derived by dividing existing expenditures and revenues by the applicable existing service populations and using these multipliers to project increased costs and revenues associated with the anticipated new development in the unincorporated area. However, in consultation with County staff, BAE will use case study approaches to project costs and revenues for key services and/or revenues for which changes are not expected to be linear (e.g., property taxes). The fiscal model will project the net impact to the County's General Fund from the anticipated new development. BAE will prepare the fiscal impact model to allow testing the sensitivity of the fiscal impact model results by adjusting key variables. BAE will prepare a fiscal impact analysis report to document the modeling exercise, including key assumptions, cost and revenue projections, and net fiscal balance. BAE's analysis will discuss key modeling sensitivities and identify potential fiscal risks, such as over-reliance of key revenue sources.

Subtask 3.8.2: Economic Sustainability Snapshot (BAE)

BAE will draw upon the findings from the BDR, additional information received from the BDR's public engagement process, and information collected in the key stakeholder interviews completed in Task 2.10 (Ongoing Stakeholder Meetings) as well as other community engagement to be completed as part of the GPU project to provide an assessment of the County's overall economic health, considering trends and projections for growth of key sectors (e.g., agriculture, wineries, hospitality). The snapshot will also identify economic risks or vulnerabilities (e.g., over-concentration in certain sectors) as well as opportunities for strengthening the local economy (e.g., diversification) and implications for the GPU.

Subtask 3.8.3: Agricultural Viability Assessment (ESA with BAE support)

ESA will assess the long-term viability of agriculture in Napa County under existing land use policies and anticipated growth patterns. The assessment will identify and examine risks to long-term agricultural viability and sustainability, including water availability, climate change impacts (e.g., wildfire, drought, smoke), the loss of agricultural land to non-agricultural land uses, increases in impervious surface, and workforce challenges. The analysis will also evaluate land use compatibility issues, such as winery and marketing policies, interface with rural communities, safe mobility, and potential conflicts between agricultural and non-agricultural uses. In addition, ESA will highlight opportunities to support agricultural resilience and diversification, including regenerative practices, carbon sequestration, value-added production, and workforce housing solutions where there may be gaps in existing policy.

To ensure that the analysis reflects current economic realities, ESA and BAE will incorporate targeted interviews with key agricultural and wine industry experts as part of the stakeholder outreach conducted under Task 2.10 (Ongoing Stakeholder Meetings). These interviews will include independent experts such as Dr. Robert Eyler (Sonoma State University) as well as representatives from local and statewide organizations in the agricultural and wine industry (e.g., the UC Davis Department of Agricultural and Resource Economics, the State's Office of Agricultural Resilience and Sustainability, and the California Department of Food and Agriculture). These conversations will provide a balanced, data-driven understanding of evolving market dynamics, including changes in grape and wine demand, oversupply concerns, production costs, and the implications of national and global wine market trends.

BAE will assist ESA with this assessment by contributing input on agriculture-related economic conditions, trends, opportunities and challenges, based on relevant information collected during the BDR preparation as well as from input collected in the key stakeholder interviews and other community engagement completed as part of the GPU process (e.g., input provided by the Agriculture and Working Lands Topic-Specific Workshops).

Subtask 3.8.4: Synthesis and Briefing

ESA and BAE will integrate the findings from the Fiscal Health Check, Economic Sustainability Snapshot, and Agricultural Viability Assessment into a concise, accessible briefing document. The briefing will summarize trade-offs, risks, and opportunities under the County's existing land use framework, identifying areas of strength and vulnerability in fiscal, economic, and agricultural systems. The synthesis will also highlight cross-cutting themes, such as how agricultural preservation contributes to fiscal stability and climate resilience, or how economic diversification can support workforce needs.

The briefing will conclude with targeted recommendations for refinements to the GPU's Land Use, Agriculture, and Economic Development policies, ensuring that the preferred land use alternative is aligned with Napa County's goals for fiscal health, economic vitality, and agricultural sustainability. The briefing will be structured to support policy discussions with the BOS and Planning Commission, and will serve as a foundation for drafting related policies in Phase 4.

Task 3.8 Deliverables

- Fiscal, Economic, and Agricultural Sustainability Briefing (summary report or presentation, focused on key findings and recommendations).

Task 3.8 Assumptions

- Analysis will be program-level and comparative (not parcel-specific).
- Builds on updated BDR data and County financial baselines.
- Agricultural assessment focuses on viability and sustainability, not on detailed parcel-level market studies.

Task 3.9: Transportation Analysis

Subtask 3.9.1: Traffic Count Coordination and Processing

Fehr & Peers will review and process the count data collected by others as part of the Solano Napa Activity Based model (SNABM) Base Year Update effort led by the Solano Transportation Authority (STA). The processing step will include summarization of daily and peak hour count data and matching the count locations with roadway functional classifications (for Level of Service [LOS] calculation purposes). Fehr & Peer's understanding is the SNABM Base Year Update will collect new counts throughout the two counties in the first half of 2026, and those traffic counts will be used for transportation analysis in this scope. No additional traffic count collections are included in this scope of work. Fehr & Peers' understanding is that the County of Napa, through its participation as a member agency of Napa Valley Transportation Authority (NVTA), will have an opportunity to comment upon the SNABM data collection plan.

Subtask 3.9.2: Modeling, Vehicle-Miles of Travel, and Operations Evaluation

Fehr & Peers will use the version of the SNABM prepared by the STA consultant team to evaluate VMT and provide support in the analysis of LOS. Fehr & Peers will use the model as received and will not make updates to the base year model land use or transportation system inputs as the STA consultant team must provide a fully calibrated and validated model as part of STA's scope of work. For cumulative year analyses, Fehr & Peers will use the updated 2050 SNABM land use as part of the NVTA CTP effort. This update revised SNABM's 2050 land use forecasts within Napa County to better reflect the location and type of housing growth projected by local jurisdictions in the 2023–2031 Housing Element cycle, while remaining in alignment with the countywide housing growth outlined in Plan Bay Area 2050, Metropolitan Transportation Commission (MTC)'s latest adopted Regional Transportation Plan. It is noted that these future year land use forecasts may not include major ongoing regional land use projects like Mare Island and California Forever as they are going through environmental review. Fehr & Peers can make refinements to SNABM, if required, as part of a scope and budget amendment.

Fehr & Peers will use the updated SNABM received from STA through the SNABM Base Year Update effort. To evaluate proposed alternatives (modified General Plan policies, transportation projects, and land use program changes), Fehr & Peers will provide an analysis of VMT for up to three alternatives plus the preferred alternative. The County and other members of the ESA team will be relied upon to specify what changes are needed to reflect the effects of the proposed initial alternatives and the preferred alternative. In addition, for travel behavior and trip characteristics regarding visitors generated by winery, vineyards, and other recreational uses, VMT metrics will include total VMT by speed bin, home-based VMT per resident, and home-based work trip VMT per employee for the County. The final model results will contain the final land use and circulation system improvements, and the transportation network identified to support the final preferred alternative will be represented in the Circulation Diagram in the General Plan based on the home-based and employment-based VMT information.

To evaluate the preferred General Plan policies, transportation projects and the land use program, Fehr & Peers will use the SNABM to develop General Plan horizon year traffic volume forecasts for roadway segments where traffic volume data is available from the SNABM Base Year Update counts. This scope includes traffic volume forecasts and LOS for up to 40 single-direction roadway segments. Fehr & Peers will compare LOS to the County's proposed LOS policy. If deficiencies are projected to occur, improvements will be suggested to alleviate the deficiency. It is noted that LOS will not be included in the EIR for the GPU as the EIR would be governed by the provisions of the new CEQA Guidelines that implement Senate Bill 743.

Task 3.9 Deliverables

- VMT information for up to three alternatives plus preferred alternative in tabular format.
- Traffic volume forecasts and LOS for 40 single-direction roadway segments in tabular format for the preferred alternative.

Task 3.9 Assumptions

- The SNABM will be used to develop General Plan horizon year traffic volume forecasts for roadway segments where traffic volume data is available from the SNABM Base Year Update counts.
- This scope includes traffic volume forecasts and LOS for up to 40 single-direction roadway segments.

Phase 4: General Plan Development

This phase involves preparation of the Administrative Draft, Public Review Draft, and Final GPU. The updated GPU will reorganize and modernize the 2008 General Plan to reflect new State requirements, County priorities, and community values. The proposed element names and organization described in this Phase represent a preliminary recommended

approach to support clarity, usability, and internal consistency. However, the element framework (including naming, bundling, and whether certain topics are stand-alone or woven across multiple elements) will remain flexible and will be refined in consultation with County staff and through Board/Commission study sessions.

The GPU will be organized around a clear and consistent framework that ties all elements back to the County's Vision and Guiding Principles. Each element will be explicitly linked to the Vision through aligned goals, policy intent statements, and cross-references, ensuring that the General Plan functions as a cohesive, values-driven document rather than a collection of stand-alone chapters. This approach mirrors best practices and supports transparency by clearly demonstrating how individual policy areas advance shared community priorities.

Consistent with County direction, the 2023 Housing Element and Safety Element will be incorporated by reference and will not be reopened through this GPU, except for an internal consistency review to confirm there are no conflicts with other elements. In addition, the GPU will apply a Health in All Policies lens across all elements to ensure health, equity, and social determinants are intentionally integrated rather than siloed.

Task 4.1: Outline and Format

The ESA team will prepare a proposed outline and formatting standards for the GPU to guide consistent drafting across all elements. The outline will clarify element organization (e.g., whether Agricultural Preservation and Working Lands is a stand-alone or combined with another element). The draft outline will include one or more element-organization options (as feasible) and identify decision points for County staff/BOS input on naming and structure. The outline will also show how the General Plan will address cross-cutting themes, such as Health in All Policies, throughout each element.

ESA will also provide a policy writing style guide to ensure clarity, accessibility, ADA Compliance, and consistency in goals, policies, and actions.

Task 4.1 Deliverables

- Draft and Final GPU outline.
- Policy writing style guide.

Task 4.2: Administrative Draft

The Administrative Draft GPU will be prepared in collaboration with subconsultants, reflecting updated data, community input, and alternatives analysis. Each section below identifies the scope and subtopics to be addressed. As described in Task 1.2, ESA will work with County GIS staff to deliver new and updated spatial data as needed to maintain the currency of web services in the Napa County BDR Explorer Web App. Although each element will contain distinct policies, the GPU will include explicit cross-references to related policies in other elements to ensure consistency and usability. ESA will also conduct an internal consistency review with the adopted 2023 Safety and Housing elements to confirm there are no conflicts with other elements. The Implementation Plan will further unify all policies and actions in a single matrix.

Subtask 4.2.1: Introduction (ESA)

The Introduction will be updated to describe the purpose, authority, and organization of the GPU. Subtopics will include the following:

- **Planning History** – Brief narrative of Napa's planning legacy (e.g., 1969 General Plan, 1983 update, 2008 comprehensive update, 2023 Safety Element, 2023 Housing Element, 2025 BDR, 2025 Strategic Plan).
- **Purpose of the General Plan** – Legal authority (Government Code Sections 65300–65303), role in guiding land use, and CEQA linkages.
- **Relationship to Other Plans** – Climate Action initiatives, Hazard Mitigation Plan, WAA, and regional and State frameworks.

- **Organization of the GPU** – Overview of elements, including new topics (e.g., Environmental Justice, Community Facilities, Fiscal Sustainability).
- **Community Involvement** – Role of public engagement, stakeholders, Planning Commission, and BOS in shaping the GPU.

Subtask 4.2.2: Summary and Vision (ESA/Alta)

This section will articulate Napa County's vision for its future, grounded in values of agricultural preservation, equity, resilience, and fiscal stability. This section will draw from the Vision Plan document developed in Task 3.1 ensuring that community-driven priorities are carried through into the GPU. Subtopics will include the following:

- **Vision Statement** – Updated to reflect BOS strategic priorities and community engagement.
- **Guiding Principles** – Core values such as agricultural stewardship, climate adaptation, economic vitality, equity, and transparency.
- **Summary of Land Use Framework** – High-level overview of urban-centered growth, agricultural preservation, and resource conservation.
- **Graphic/Diagrammatic Vision** – Visual summary of the GPU's major themes and priorities.

Subtask 4.2.3: Land Use and Community Character Element (Alta)

Alta will prepare the Land Use and Community Character Element of the updated General Plan. This important element will address all the topics required by state law plus topics that are of critical importance to Napa County such as farmworker and workforce housing, tourism, working lands, and agriculture and open space protection.

- **Land Use Map** – Land use map, text narrative, and related diagrams and tables to illustrate the updated land use map of designations.
- **Land Use Designations and Development Standards** – Descriptions of the land use designations that will shape future development, including allowed uses and development standards (e.g., density, FAR), to guide future zoning updates.
- **Growth Projections** – Estimated development using metrics such as winery facility production capacity and visitation, acres of new agricultural development, changes in land cover types, density and Floor Area Ratio to estimate growth in industrial areas, visitors/tourism, the number of potential housing units, and non-residential area resulting from the land use changes. The projections will be summarized in narrative and tabular format and provided to Fehr & Peers and ESA by TAZs for the Traffic Impact Analysis (TIA) and EIR.
- **Goals, Policies, and Programs** – Goals, policies, and implementation actions to support development consistent with the Land Use Map. Topics that may be covered include the following:
  - Growth pattern, including the desired location and type of development.
  - Community design, including how to preserve the unique character, rural nature, and scenic corridors in Napa County.
  - Focused policy direction for unincorporated communities within Napa County.
  - Relationship to the Open Space Element and requirements under SB 1425.
  - Jobs and employment uses (tied to the Economic Development Element) focusing on land for employment-related uses.
  - Airport-adjacent uses.
  - Other topics as needed.

Subtask 4.2.4: Natural Resource Conservation Element (ESA)

The Natural Resources Conservation Element will update and integrate Napa's Conservation and Open Space policies, consistent with State mandates and local priorities. This element will also encompass recreation and parks planning,

ensuring compliance with Government Code Section 65560 and aligning with Napa's strong tradition of open space preservation. Subtopics include the following:

- **Natural Resources** – Soils, timber, minerals, special-status species and habitats, land cover types, and biodiversity.
- **Water Resources** – Watershed protection, SGMA alignment, and water quality.
- **Parks, Recreation, and Trails (SB 1425)** – Equitable access analysis, parkland-to-population standards, ADA compliance, and programming diversity.
- **Air Quality and GHG Reduction** – RCAAP alignment.
- **Climate Resilience (SB 379)** – Role of open space and conservation in wildfire buffers, drought resilience, carbon sequestration, urban cooling, and flood protection.
- **Habitat Connectivity (AB 1889)** – Wildlife movement areas and corridors, ecological linkages, riparian protection, and restoration.
- **Rewilding (AB 1889)** – Opportunities for native vegetation restoration, reduced turf, pollinator-friendly landscapes, and multi-benefit projects.

Subtask 4.2.5: Agricultural Preservation and Working Lands Element (ESA)

Agriculture is Napa County's defining land use, cultural identity, and economic driver. Since adoption of Measure J (1990) and Measure P (2008), the County has been recognized statewide and nationally as a leader in agricultural preservation. Building on this legacy, the GPU will modernize agricultural policies to address new State requirements, emerging challenges, and evolving community priorities.

This task will prepare a comprehensive Agricultural Preservation and Working Lands Element that can stand alone or be integrated with another element, depending on County preference. Three organizational options will be considered:

- **Stand-alone Element (recommended starting point)** – Elevates agriculture as Napa's core identity and allows expansion to cover "working lands" (e.g., rangelands, forests, multi-benefit agriculture).
- **Integration with Land Use and Community Character** – Simplifies the GPU by consolidating all land use policies but risks diluting agriculture's distinct role.
- **Integration with Natural Resource Conservation (Conservation and Open Space)** – Strengthens ties to natural resource and climate policies but may obscure agriculture as a land use framework.

ESA recommends preparing a stand-alone Administrative Draft Element so that agricultural policies are fully developed. Final organization can then be confirmed with County staff. . Subtopics to be explored include the following:

- **Preservation Framework** – Update policies implementing Measure J and Measure P, maintaining urban growth limits and agricultural land protections.
- **Agricultural Land Use Compatibility** – Refine policies for wineries, tasting rooms, marketing events, and buffering strategies to reduce land use conflicts.
- **Farmland Conversion Tools** – Evaluate Williamson Act contracts, conservation easements, and land trust partnerships.
- **Working Lands Expansion** – Refine policies for rangelands, forests, and other multi-benefit landscapes in alignment with State interest in sustainable working lands.
- **Economic Viability** – Support agriculture's long-term sustainability through policies on farmworker housing, water security, value-added products, and balanced agritourism.
- **Climate and Resilience** – Position agriculture as a partner in climate solutions, including carbon sequestration, regenerative farming, groundwater recharge, and biodiversity corridors.

Subtask 4.2.6: Environmental Justice and Public Health Element (Alta)

Alta will lead the preparation for the Environmental Justice and Public Health Element. This element will satisfy SB 1000 requirements and serve as the primary location for public health policy content in the GPU, while supporting a Health in All Policies approach applied across all elements through cross-references and coordinated policy development. Topics may include the following:

- **Equitable access** (including access to public services and facilities).
- **Physical activity** (including access to parks, open spaces, and active transportation).
- **Pollution exposure** (including reducing impacts from agriculture and agriculture-related activities).
- **Food access** (including access to healthy food and produce).
- **Anti-displacement** (including protecting lower-income residents from displacement).
- **Healthy built environment** (including expanding safe and sanitary housing and development patterns that encourage walkability).
- **Increased engagement** (including expanding engagement opportunities to increase the level of involvement for underrepresented populations (i.e., populations that do not typically participate in County planning process).
- **Health outcomes** (improving health outcomes including life expectancy, respiratory health, cardiovascular disease, diabetes, and others).
- **Social determinants of health and community conditions** (including housing affordability and quality, economic stability, access to healthcare, behavioral health, and healthy connected communities), organized to clarify how these factors are addressed across the GPU.
- **Health in All Policies coordination framework** (including guiding questions or an organizing structure) to support consistent integration of health and equity considerations into Land Use, Mobility, Natural Resources, Agriculture, and Economic Development policies without duplicating content.

Subtask 4.2.7: Mobility and Infrastructure Element (Fehr & Peers + ESA)

SUBTASK 4.2.7.1: SAFE SYSTEMS APPROACH COMPLIANCE (SB 932)

SB 932, which was signed into law in the early 2020s after the Circulation Element was last previously updated in the late 2010s, requires general plans to incorporate principles of the Federal Highway Administration (FHWA) Safe Systems approach into the planning process. It should incorporate bicycle plans, pedestrian plans, as well as traffic calming plans, among other items, with a proactive (rather than reactive) safety lens. Portions of the NVTA Vision Zero Plan will be incorporated into SB 932 compliance. In addition, the legislation requires setting a goal to complete all identified implementation actions within 25 years of the date of adoption of the Circulation Element.

Under this task, Fehr & Peers will review existing deficiencies as well as conduct a proactive risk assessment to capture exposure and likelihood. Collision analysis will be conducted to identify high-injury streets and intersections based on the work that has already been done in the BDR. In addition, Fehr & Peers will conduct near-miss analysis to identify high-risk locations and inform targeted safety improvements before collisions occur. Fehr & Peers will develop policies and actions that address demand, speed, conflict management, and redundancy (such as technology, post-crash care, and vehicle safety).

Subtask 4.2.7.1 Deliverables

- Maps and supporting GIS data of High-Injury Network and existing Safe Systems deficiency areas.
- Draft policies and actions related to Safe Systems.

SUBTASK 4.2.7.2: TRUCK ROUTE IDENTIFICATION COMPLIANCE (AB 98)

AB 98, which was signed into law in the early 2020s after the Circulation Element was last previously updated in the late 2010s, requires the General Plan Mobility Element to incorporate designated truck routes that comply with AB 98

standards and identify specific truck routes that bypass residential areas and other sensitive receptors. Fehr & Peers will assist the County with addressing AB 98 Mobility Element update requirements by reviewing existing sensitive receptors, developing options for AB 98 compliance, and drafting Mobility Element content to address AB 98. This AB 98 analysis task has been scoped with consideration for the major truck generators in Napa County but also considers typical travel patterns and the location of possible sensitive receptions along County roadways that facilitate local and regional goods movement.

The BDR includes a discussion of existing truck routes and functional roadway classifications, including freeways, arterials, collectors, and local roads. The Environmental Justice section will identify and map "environmental justice (EJ) communities" and discuss the impacts of truck traffic on air quality and related health impacts in environmental justice communities.

Fehr & Peers will review existing truck traffic operating on County roadways using available data, including truck operations on existing truck routes or other roadways identified as priority routes under AB 98. Fehr & Peers will use vehicle counts with classification data (if available) to provide a summary/characterization of where trucks are currently operating relative to existing truck routes, existing or planned logistics uses or other similar uses where trucks serve such uses, and existing or planned land uses that could include sensitive receptors.

Based on the findings and the County's comments and direction following review of the technical information, Fehr & Peers will develop additional goals, policies, and actions, and a designated truck routes diagram that address AB 98 requirements.

Subtask 4.2.7.2 Deliverables

- Maps and supporting GIS data of existing and proposed truck routes.
- Draft policies and actions related to AB 98 truck routing compliance.

SUBTASK 4.2.7.3: MOBILITY AND INFRASTRUCTURE ELEMENT POLICY DEVELOPMENT

Fehr & Peers and ESA will prepare an Administrative Draft for the Mobility and Infrastructure Element. Fehr & Peers will focus on updates to circulation policies, with particular emphasis on incorporating Complete Streets and Safe Systems policies, reflecting new General Plan guidelines, incorporating new policies related to VMT, proactive systemic safety, and truck routes, and considerations about emerging transportation technologies. The policies will combine local context with best practices and policies prepared for similar contexts in the San Francisco Bay Area (Bay Area).

ESA will focus on addressing Napa County's infrastructure and essential public services.

Existing Subtopics (covered in the 2008 General Plan, scattered across elements):

- Public facilities and services (e.g., water, wastewater, stormwater).
- Solid waste management.
- Emergency services (e.g., fire, law enforcement, EMS, though primary hazard planning is in Safety).
- Utilities (e.g., electricity, gas, broadband/telecommunications).

New Subtopics to Explore for GPU:

- **Green Infrastructure and Stormwater Management** – Policies supporting multi-benefit stormwater facilities (e.g., water quality, flood reduction, urban greening).
- **Broadband and Digital Equity** – Strategies to expand broadband infrastructure in rural and underserved areas.
- **Sustainable Utilities** – Transition to renewable energy systems, microgrids, and climate-resilient utilities.
- **Community Facilities Equity** – Equitable access to infrastructure and services will be addressed in coordination with the Environmental Justice Element. The Community Facilities Element will include cross-references to ensure consistency.

Subtask 4.2.7.3 Deliverable

- Admin Draft Mobility and Infrastructure Element.

SUBTASK 4.2.7.4: ELEMENT CONSISTENCY REVIEW

Fehr & Peers will provide key information and suggest best practices from the Mobility Element effort that is relevant to other elements or efforts. For example, for school siting, which may be considered during land use alternative development, Safe Systems Approach considerations, as mentioned in 4.2.7.3, should be taken into account. Fehr & Peers will provide the key considerations for other elements for consideration.

Subtask 4.2.7.4 Deliverable

- Recommendations for updates to goals and policies in other elements for consistency with the Mobility Element.

Subtask 4.2.8: Safety Element (Reference) and Noise Element Update (ESA)

Consistent with County direction, the GPU will retain the adopted 2023 Safety Element as the foundation and will not involve a comprehensive update. ESA will conduct a targeted review and refinement of the Safety Element to ensure alignment with the RCCAP, Hazard Mitigation Plan, and relevant Mobility Element policies related to evacuation and emergency access.

Subtask activities include:

- Review the Safety Element for consistency with the CAP, HMP, and Mobility Element.
- Evaluate key topics such as wildfire, flooding, drought, extreme heat, hazardous materials, and emergency preparedness/evacuation.
- Update select goals, policies, and implementation actions, as needed, to reflect current strategies and completed actions, while avoiding duplication with other plans.
- Ensure internal consistency and appropriate cross-referencing with other General Plan elements.

This effort will result in a streamlined set of updates that maintains the integrity of the adopted Safety Element while integrating current hazard and climate planning priorities.

New Noise Element

ESA will prepare a stand-alone Noise Element update to modernize noise policy, improve clarity, and address land use compatibility and noise-sensitive receptors. The Noise Element will include updated setting/context (drawing from the BDR), compatibility standards, and implementation actions addressing transportation noise, stationary sources, construction noise, and best practices for siting and buffering. The element will be coordinated with Land Use and Community Character and Mobility and Infrastructure to ensure consistent thresholds, cross-references, and implementation pathways.

Subtask 4.2.9: Economic Development and Fiscal Sustainability Element (BAE)

BAE will take the lead in preparing an Economic Development Element, drawing from the public/stakeholder outreach and data collection and analysis completed during the BDR project, the additional stakeholder interviews conducted as part of Task 1.2 and other community engagement activities conducted during the GPU process. This will include input collected via relevant TSWs, as well as findings from the Task 3.8 Fiscal, Economic, and Agricultural Sustainability Analysis subtasks. Based on identified economic development and fiscal opportunities and challenges, BAE will draft an Economic Development Element that is structured around several high-level goals addressing topics such as economic growth, diversification, and resilience; creation of economic opportunity for residents; fiscal sustainability for the

County; and/or other topics that arise during the GPU process. Each policy will be bolstered by supporting policies and implementing actions. BAE will align this framework with the overall General Plan vision and local priorities.

Subtask 4.2.10: Historic and Cultural Resources Element (ESA)

ESA will prepare a Historic and Cultural Resources Element to consolidate, organize, and update Napa County's existing historic, archaeological, and cultural resource policies. This element will draw primarily from policies currently located in the Community Character, Land Use, and Recreation and Open Space components of the 2008 General Plan, as well as relevant findings from the BDR.

The purpose of this element is to improve clarity, usability, and policy coherence by bringing all historic and cultural resource policies into a single, dedicated element, while maintaining consistency with adopted County regulations and CEQA requirements. The scope of work anticipates a focused, policy-level effort rather than a comprehensive reinventory or major regulatory update.

The Historic and Cultural Resources Element will be aligned with the GPU Vision and Guiding Principles and will be coordinated closely with the Land Use and Community Character, Agricultural Preservation and Working Lands, Environmental Justice and Public Health, Economic Development, Fiscal Sustainability, and Natural Resource Conservation elements.

Subtopics may include the following:

- **Historic Resources Framework** – Consolidation and refinement of policies related to the identification, evaluation, and protection of historic structures, districts, and sites.
- **Archaeological and Tribal Cultural Resources** – Policy organization and clarification to support early identification and protection of archaeological and tribal cultural resources, consistent with CEQA and best practices. Policies regarding tribal consultation would be consistent with existing regulations.
- **Cultural Landscapes** – Recognition of Napa County's agricultural, viticultural, and rural landscapes as cultural resources that reflect the County's heritage and community identity.
- **Adaptive Reuse and Compatibility** – Policies supporting sensitive reuse of historic resources and compatibility between preservation and contemporary uses.
- **Heritage, Education, and Interpretation** – Opportunities to support education, interpretation, and storytelling related to Napa County's history and cultures, including connections to tourism and economic vitality.
- **Coordination with Other Elements** – Cross-references to ensure alignment with land use planning, agricultural preservation, natural resource conservation, hazard resilience, and equity-focused policies.

Policy updates, if any, will be limited to addressing gaps identified through the BDR conclusions, engagement input, or changes in best practices since adoption of the 2008 General Plan. The element will not duplicate CEQA requirements but will provide clear policy guidance to support consistent implementation and environmental review. ESA assumes the following:

- Work will rely on existing inventories, studies, and data documented in the BDR and prior planning efforts.
- No parcel-level surveys or new resource inventories are included.
- The element will focus on policy organization, clarity, and targeted refinement rather than major regulatory changes.

Subtask 4.2.11: Housing Element (Reference) (BAE)

The **2023 Housing Element** will be incorporated by reference and cross-checked for internal consistency.

Subtask 4.2.12: Implementation Plan (ESA Team)

This section of the GPU updates the 2008 Implementation Section with modernized tools and monitoring framework. The Implementation framework will include the following:

- **Consolidated Action Item Matrix** – A comprehensive, user-friendly matrix that links goals → policies → actions → responsible department/agency.
- **Implementation Timing** – Actions categorized as ongoing, short-term, medium-term, or long-term, with timeframes to be developed in coordination with County staff.
- **Responsible Parties** – Clear identification of lead and supporting agencies for each action.
- **Funding/Resource Notes** – Where appropriate, the plan will include potential funding sources or partnerships, as in the existing plan.

Subtask 4.2.13: Glossary (ESA)

ESA will update the 2008 Glossary with modern planning terminology and retain relevant existing definitions.

Subtask 4.2.14: Acknowledgements (ESA)

ESA will update the 2008 Acknowledgements to recognize the BOS, TSWs, PAWGs, Planning Commission, County staff, and consultants.

Task 4.2 Deliverables

- Administrative Draft General Plan chapters (Word and PDF).
- Geodatabase of new or updated data sources. This will be developed in collaboration with the County GIS staff to leverage use of existing County GIS data and web services.

Task 4.3: Draft

ESA and subconsultants will revise the Administrative Draft based on staff, TSW, and PAWG input, producing a Draft for County Staff Review.

Task 4.3 Deliverables

- Draft GPU (digital, with maps and graphics).

Task 4.4: Public Review Draft

ESA and subconsultants will revise the Draft based on County staff review, producing a clean, formatted Public Review Draft for distribution.

Task 4.4 Deliverables

- Public Review Draft GPU (digital, with maps and graphics).

Task 4.5: Final GPU

The Final GPU will incorporate feedback from the Planning Commission, BOS, and the public. ESA will ensure consistency across all elements and prepare both digital and web-accessible versions.

Task 4.5 Deliverables

- Final General Plan (clean digital PDF + accessible format) and associated GIS data updates.

Phase 5: Environmental Clearance (EIR)

The EIR portion of the GPU will be undertaken by ESA, with Jill Feyk-Miney acting as Project Manager. As described elsewhere in this proposal, Fehr & Peers will provide transportation analysis as well as data inputs to the analysis of air quality, GHG emissions, energy, and noise. ESA's scope of work assumes preparation of a program-level EIR. ESA intends to use the technical work in the updated BDR, and supplement it with additional analysis, as appropriate, in response to the County's policy developments for the GPU and to ensure that CEQA requirements are met.

Due to the length of time required for the CEQA process, EIR preparation is assumed to begin with public scoping in the fourth quarter of 2027 to align with the completion of the Preferred Land Use Plan and run concurrently with other public outreach and planning tasks. ESA will work with County staff to prepare a Notice of Preparation (NOP) explaining the relationship between the CEQA process and the outreach and planning processes, and to develop a Draft EIR project description to support preparation of a program-level EIR as the planning process is underway.

The proposed program-level EIR will provide an opportunity to update the growth forecast in the County's 2008 GPU EIR and 2022 Housing Element Update EIR, and its scope and analysis will allow for "tiering" of future projects. Although all CEQA checklist topics will require some analysis, primary issues requiring in-depth attention will include agriculture and land use, biological resources, air quality, hydrology and water quality, GHG emissions, transportation, utilities, and wildfire. The following is ESA's proposed approach for the EIR with assumptions requiring discussion with County staff noted.

Tak 5.1: Project Description and Alternatives Development

ESA assumes multiple scenarios (in terms of growth scenarios, land use changes and related intensities, and densities) will be considered for the GPU, and that either: (1) a single scenario will be identified as a preferred scenario early in the planning process and become the basis of the EIR project description; or (2) the project description will describe a "maximum scenario" consisting of the most conservative growth scenario for General Plan buildout for analysis of environmental effects. In either case, the Final GPU that is proposed for adoption may not exactly match the scenario included as the EIR project description but will be sufficiently expansive to adequately analyze a "maximum scenario." Variations of the scenario included as the Draft EIR project description may be included as alternatives.

To solidify ESA's approach to the technical analyses, ESA's EIR Project Manager will participate in a number of key conversations as the GPU is developed. ESA's EIR Project Manager will also require an early understanding of zoning changes (if any) and conforming amendments to the Agricultural Preservation and Land Use Element of the General Plan anticipated as part of the GPU. Principal tasks associated with this effort will include the following:

1) Project kickoff meeting;
2) Project initiation and data collection;
3) Attendance at up to two key community meetings; and
4) Attendance at up to six County/ESA team meetings.

Based on this information, ESA will prepare a draft project description for County staff to review. ESA assumes two iterations will be required and that the EIR's technical analyses will begin after the first revised draft project description has been prepared.

Task 5.2: Notice of Preparation and Scoping

ESA will prepare a Draft and Final NOP to initiate the EIR scoping process. This scope of work assumes that an Initial Study will not be prepared, and as such, no CEQA topics will be scoped out from further review in the program-level EIR. ESA assumes the County will be responsible for distributing the NOP, and ESA will file a copy with the State

Clearinghouse. ESA will attend one scoping meeting held by the County Planning Commission. ESA will prepare EIR-related public scoping meeting materials, including a presentation that summarizes the CEQA process and the potential acts of the GPU. ESA will summarize and record all concerns raised at the public scoping meeting and have a court reporter prepare a transcript of the meeting from the online recording posted on the County's website to record comments verbatim for the administrative record. After the NOP's circulation, ESA will assemble and summarize the scoping comments and informally consult with any agencies that provided substantive comments on the NOP.

Task 5.3: Prepare Administrative Draft EIR

ESA will prepare an Administrative Draft EIR in compliance with CEQA requirements, the State CEQA Guidelines, and the County's adopted guidelines/procedures. The EIR will analyze a single scenario, and up to three additional alternatives at a lesser level of detail. Thresholds of significance will be confirmed with the County staff. ESA and Fehr & Peers will make themselves available for in-depth discussions of possible thresholds for GHG emissions and VMT and will document the County's selected thresholds for these two topics with a memo supporting their use in the EIR.

The EIR will analyze direct, indirect, and cumulative impacts of the GPU by analyzing the following: existing conditions, existing plus project, cumulative conditions, and cumulative plus project. The following areas will receive consideration and analysis in the EIR:

Aesthetics

This section of the EIR will evaluate the potential for development activities associated with the proposed GPU to result in substantial adverse impacts related to Visual and Aesthetic Resources. Drawing from the Visual and Aesthetic Resources chapter of the BDR, this section will describe the visual resources of Napa County, including important viewsheds, ridgelines, and scenic corridors. The section will include a regulatory framework that discusses federal, state, and local regulations related to Visual and Aesthetic Resources, including applicable Napa County General Plan policies and related implementing regulations in the Napa County Code, such as the Napa County Viewshed Protection Program (County Code Chapter 18.106). The analysis of impacts will evaluate the potential for development activities associated with the proposed GPU to result in substantial adverse impacts associated with scenic resources, views, visual character, and light and glare. Where applicable, existing or recommended policies will be identified to avoid or minimize adverse impacts related to aesthetics. No visual simulations are proposed.

Agricultural and Forestry Resources

This section of the EIR will evaluate the potential for development activities associated with the proposed GPU to result in significant impacts related to agricultural and forestry resources. Drawing from the Agricultural Resources chapter of the BDR, this section will describe existing agricultural, and forestry uses and resources in Napa County, including major crops, agricultural distribution and production, and agricultural conversion trends. The section will also describe timberland and timberland uses that exist throughout the county. Through text and exhibits, the section will identify locations and acreages of important farmland in the county as defined in the California Department of Conservation's Farmland Mapping and Monitoring Program, lands under Williamson Act contract, and soil types and qualities as classified by the U.S. Department of Agriculture Natural Resources Conservation Service. The section will include a regulatory framework that discusses federal, state, and local regulations related to agricultural and forestry resources, including applicable Napa County General Plan policies and related implementing regulations in the Napa County Code, such as the agricultural and timber preserve districts identified in the County Zoning Ordinance. The analysis of impacts will evaluate the potential for development activities associated with the proposed GPU to result in the conversion of important farmland to non-agricultural uses; conflict with agricultural zoning or existing Williamson Act contracts; conflict with existing zoning for, or cause rezoning of, forest land or timberland; or result in the loss of forest land or conversion of forest land to non-forest use. Where applicable, existing or recommended policies will be identified to avoid or minimize adverse impacts related to agricultural and forestry resources.

Air Quality

This section of the EIR will include or incorporate by reference the environmental and regulatory settings for air quality presented in the BDR, identify significance thresholds used to evaluate impacts based on the Appendix G CEQA checklist criteria, and present results of the impact evaluation. Mitigation measures will be identified to address any significant impacts.

The analysis will address criteria air pollutant emissions, health risks from toxic air contaminants (TACs), and odorous emissions from development associated with implementation of the proposed GPU. Operational air quality impacts associated with growth envisioned under the proposed GPU will be evaluated using guidance from the Bay Area Air District (Air District) for the evaluation of plans. The analysis of criteria air pollutants will evaluate consistency of goals and policies in the proposed GPU with control measures in the most recently adopted Air Quality Plan for the Bay Area (currently the 2017 Clean Air Plan) and consider the rate of population growth under the proposed GPU relative to the associated growth in VMT to evaluate regional impacts. Construction-related emissions associated with the proposed GPU will be evaluated qualitatively but will identify construction-related performance standards as mitigation measures based on recommendations by the Air District.

ESA will qualitatively evaluate potential health risks and odors associated with the proposed GPU, which includes an evaluation of exposure of new sensitive receptors proposed under the proposed GPU to existing and planned sources of TACs and odors. The analysis will be conducted at a programmatic level and evaluate the adequacy of proposed goals and policies in combination with existing regulations from the Air District to address these impacts. Additional mitigation measures will be identified, if needed, which may be incorporated into the proposed GPU as policies. Mitigation measures identified would set performance standards for subsequent projects and identify a suite of measures or best management practices to comply with the identified performance standards.

To complete this task with the scope and budget identified below, ESA has assumed the following:

- No emissions modeling is proposed for criteria pollutant emissions. The analysis will rely on population and VMT data (to be provided by Fehr & Peers).
- No dispersion modeling is proposed for the analysis of TAC and PM2.5 emissions.

Biological Resources

This section of the EIR will evaluate the potential for development activities and the maximum projected land use changes associated with the proposed GPU to result in substantial adverse impacts related to biological resources. Drawing from the biological resources chapter of the recently updated BDR, ESA will describe the biological resources of Napa County, including special-status species, habitats of limited distribution, natural communities, wildlife movement, and aquatic resources. The section will include a regulatory framework that discusses federal, state, and local regulations related to biological resources, including applicable Napa County General Plan polices and related implementing regulations in the Napa County Code. The analysis of impacts will evaluate the potential for development activities associated with the proposed GPU to result in substantial adverse impacts associated with biological resources. Where applicable, existing or recommended policies will be identified to avoid or minimize adverse impacts.

Cultural Resources

ESA will rely on information from the BDR and GPU to prepare the Cultural Resources section of the Program-level EIR. It is assumed that many of the policies developed in Phase 4 will be incorporated as mitigation in the EIR. ESA will conduct an archaeological resources records review and archival research to identify any previously documented archaeological resources and archaeological resources studies that have previously occurred within the GPU analysis area. Drawing from the Cultural Resources chapter of the BDR, ESA will draft the historical and archaeological resources section of the EIR based on the results of the background research.

Energy

ESA will include or incorporate by reference the existing environmental and regulatory energy setting information presented in the BDR, and prepare a clear and concise energy analysis that evaluates the following aspects of the proposed GPU's preferred land use plan:

- Energy consumption from existing and proposed land uses in the unincorporated county will be estimated using information from the County's RCAAP and VMT data from Fehr & Peers. ESA's analysis includes evaluation of electricity and natural gas consumption from buildings, as well as energy consumption estimates associated with on-road vehicle travel (i.e., gasoline, diesel, and electricity).
- A qualitative analysis of potential changes to construction fuel demand (i.e., gasoline and diesel) associated with the increased development potential accommodated by the proposed GPU.

ESA will use the information to assess the proposed GPU's potential impacts based on the criteria provided in CEQA Guidelines Appendix G, including the wasteful, inefficient, or unnecessary consumption of energy resources, and GPU's ability to conflict with or obstruct implementation of a state or local plan adopted for renewable energy or energy efficiency. ESA will also address the requirements in CEQA Guidelines Appendix F by evaluating potential changes to energy consumption on a per capita basis and assessing the proposed GPU's reliance on fossil fuels and renewable energy resources.

Impacts will be assessed at a programmatic level. The analysis will consider how existing, amended, and proposed GPU policies would lessen or avoid potential energy impacts associated with implementation of the GPU. ESA will, if necessary, recommend and incorporate mitigation measures into the EIR to reduce the magnitude of impacts that are found to remain potentially significant even after implementation of GPU policies.

Geology, Soils, and Paleontological Resources

As documented in the BDR, Napa County is within a seismically active region due to local and regional faults and, as such, is susceptible to fault rupture, seismic shaking, and seismic-induced ground failures (e.g., liquefaction). In addition, some areas of the county are susceptible to landslides and erosion. However, individual projects would be required to comply with the California Building Code and local building regulations that would require the preparation of a geotechnical investigation to describe site-specific geotechnical conditions and provide geotechnical recommendations to address geotechnical issues, as needed. Preparation of the geotechnical investigation is a condition of permit approval for proposed projects.

ESA will research potential geology, seismicity, soils, and paleontological resources related issues within the county in accordance with CEQA requirements. The evaluation will address whether implementation of projects would result in significant impacts to the public or the environment. ESA will do the following:

- Review the County BDR, site-specific reports, maps, and GIS data published by the USGS, CGS, the County, Natural Resources Conservation Service, and other sources to identify and summarize geologic, seismic, soil, and paleontological resources conditions and develop comprehensive understanding of site conditions to assess the potential issues relative to CEQA Appendix G criteria.
- Identify the relevant regulations, building codes and standards, and local ordinances that would apply to construction and operation of projects, and determine the manner and extent to which compliance would address potential impacts. This will include discussing how the requirements of the California Building Code and local building codes and implementation of project design features would address geologic, seismic, and erosion issues.
- Identify which, if any, impacts are significant, and present mitigation, where applicable and feasible, to reduce the impacts to below applicable significance thresholds.

Greenhouse Gas Emissions

ESA will include or incorporate by reference the existing environmental and regulatory GHG setting information presented in the BDR and prepare a clear and concise GHG analysis that evaluates whether the proposed GPU would generate GHG emissions (directly or indirectly) that may have a significant impact on the environment or conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions.

ESA proposes to leverage the County's recent work on the RCAAP to estimate the GHG emissions associated with existing and proposed land uses in the unincorporated county. ESA anticipates that the level of growth proposed by the proposed GPU will be greater than that currently planned for in the RCAAP's projections and, therefore, could conflict with the County's long-term GHG reduction efforts. By updating the RCAAP's emission calculation spreadsheets with updated growth forecasts from the proposed GPU, ESA will be able to best assess the magnitude of the proposed changes and evaluate how the RCAAP's strategies are anticipated to reduce emissions from the land use changes.

In addition to estimating GHG emissions associated with the proposed GPU and conducting a consistency analysis with the RCAAP, ESA will also review the GPU for consistency with the California Air Resources Board 2022 Scoping Plan, and the Metropolitan Transportation Commission / Association of Bay Area Governments Plan Bay Area 2050 (or whatever the most recent plans are from these entities at the time of EIR preparation).

The analysis will consider how existing, amended, and proposed GPU policies would lessen or avoid potential energy impacts associated with implementation of the GPU. ESA will, if necessary, recommend and incorporate mitigation measures into the EIR to reduce the magnitude of impacts that are found to remain potentially significant even after implementation of GPU policies.

To complete this task with the scope and budget identified below, ESA has assumed the following:

- Electronic RCAAP files containing the County's GHG emissions inventory, forecasts, and GHG reduction strategies will be made available to ESA and growth forecasts and emissions breakdowns specifically identified for the unincorporated County will be provided.
- ESA will assess the level of GHG reductions for the GPU based on the RCAAP's existing strategies. ESA's scope includes neither time nor budget to develop additional strategies for incorporation into the RCAAP's electronic files, or develop a qualified GHG reduction strategy (i.e., a new Climate Action Plan or updated RCAAP) for the unincorporated county. ESA can provide a revised scope of work and cost estimate for client review should the County wish to pursue updates to the RCAAP (including new and revised strategies), based on the level of growth proposed by the GPU, and align the unincorporated county's emissions with the larger, regional plan's GHG reduction goals.
- Any GHG mitigation identified by ESA to reduce a potentially significant GHG impact will be done so at a programmatic level and in such a manner as not to conflict with the RCAAP's existing GHG reduction calculations (i.e., ESA will avoid double counting potential emissions reductions).

Hazards and Hazardous Materials

The primary hazards and hazardous materials issues would be the use of hazardous materials during construction activities and operations for individual projects. Although hazardous materials would be used during the construction of structures and the operation of facilities, the transportation, use, storage, and disposal of hazardous materials is heavily regulated and compliance with the law is anticipated to reduce risks of exposure. ESA will evaluate potential hazards and hazardous materials issues that have the potential to affect development activities in accordance with CEQA

requirements. The evaluation will address whether implementation of projects would result in significant impacts to the public or the environment relative to hazardous materials for individual projects. ESA will do the following:

- Develop a setting of hazards and hazardous materials conditions in the county using the County BDR, published reports and maps, along with other relevant reports. ESA will use the setting to identify the hazards and hazardous materials issues that could result from development activities.
- Identify the relevant regulations, building codes and standards, and local ordinances that would apply to construction and operation of individual projects, and determine the manner and extent to which compliance would address potential impacts. This will include discussing how the requirements of Hazardous Materials Business Plans and the project design features of individual projects would address hazards and hazardous materials issues. The degree to which such requirements will reduce potential effects and any additional actions that might be required will receive careful consideration.
- Identify which, if any, impacts are significant, and present mitigation, where applicable and feasible, to reduce the impacts to below applicable significance thresholds.

Hydrology and Water Quality

ESA will develop a setting of the hydrology and water quality issues within the county through review of the BDR; site-specific reports; the Water Availability Analysis Guidelines, and other available reports, maps, and data published by State, County, FEMA, and other sources to identify and summarize hydrologic and water quality conditions to develop a comprehensive understanding of potential issues of concern. ESA will address the potential hydrology and water quality-related impacts in accordance with CEQA requirements. The evaluation will address whether implementation of projects would result in significant impacts to the public or the environment. ESA would include a programmatic assessment of groundwater supplies and recharge that outlines the regulatory framework (including Napa Valley Subbasin sustainability goals) and project-specific Water Availability Analysis requirements for individual projects. ESA will summarize groundwater information compiled as part of the BDR but will not include new quantitative analysis.

Land Use and Planning

This section of the EIR will evaluate the consistency of the proposed GPU with applicable plans, policies, and regulations adopted for the purpose of avoiding or mitigating an environmental effect, including those of the existing Napa County General Plan, the Napa County Code and Zoning Ordinance, the Napa Countywide Airport Land Use Compatibility Plan, and the San Francisco Bay Conservation and Development Commission San Francisco Bay Plan. This section will also evaluate the potential for development activities associated with the proposed GPU to physically divide an established community.

Mineral Resources

The key mineral resources issue of concern would be the potential to prevent or limit access to aggregate and non-aggregate mineral resources. Drawing from the BDR, which describes the current status of mineral resources, ESA will research potential mineral resources-related issues in accordance with CEQA requirements. The evaluation will address whether implementation of the GPU would result in significant impacts to the public or the environment.

Noise and Vibration

ESA will include or incorporate by reference the existing noise and vibration setting information (both environmental and regulatory) presented in the BDR, and prepare a clear and concise noise and vibration analysis that will evaluate the following aspects of the GPU's preferred land use plan:

- Potential construction noise and vibration impacts will be assessed using standard methodologies such as equipment noise and vibration levels referenced and published by the FHWA, Federal Transit Administration, and the California Department of Transportation.

- Potential noise and vibration impacts from stationary sources (e.g., mechanical equipment) and industrial and other noise-generating land uses (e.g., quarries) will be assessed by using the results of the community noise survey conducted for the BDR and evaluating the potential for the GPU's preferred land use plan to place noise-sensitive uses near noise-generating sources, and vice versa.
- Potential noise and vibration impacts from increases in vehicle traffic on roads and highways will be assessed using changes in traffic volumes estimated for the preferred land use scenario by the TIA prepared for the GPU by Fehr & Peers (see Task 5.3.1 below) and the FHWA's Traffic Noise Model.
- Potential airport and aircraft-related noise impacts will be assessed by reviewing the potential for the GPU's preferred land use plan to place noise-sensitive uses in or near airport environs.

ESA will assess the potential impacts of the GPU at a programmatic level. The analysis will consider and incorporate how proposed GPU policies and mandatory noise control requirements in the County Code would lessen or avoid potential impacts associated with implementation of the proposed GPU. ESA will, if necessary, recommend and incorporate mitigation measures into the EIR to reduce any potential impacts that are found to remain potentially significant even after implementation of GPU policies and code requirements.

To complete this task with the scope and budget identified below, ESA has assumed the following:

- Supplemental community noise monitoring will not be required.
- ESA will estimate changes in traffic noise levels on approximately 30 road segments (the same amount as modeled for existing BDR conditions).

Population and Housing

This section of the EIR will describe the characteristics and trends of population, employment, and housing in Napa County and describe the potential changes to population, employment, and housing, which could occur with implementation of the proposed GPU.

Public Services and Recreation

The proposed GPU would include programs that could increase demand for public services, including fire protection, police, schools, parks, and other public facilities. ESA will evaluate whether the expansion of these services would result in any direct or indirect physical changes to the environment.

Transportation and Circulation (Fehr & Peers)

Transportation and circulation impacts will be evaluated using information provided by Fehr & Peers, as described below. The analysis will be based on VMT generated by land use changes associated with the proposed GPU.

SUBTASK 5.3.1: CEQA EVACUATION IMPACT ANALYSIS

The following subtasks are designed to fulfill the requirements of evaluating a project's effect on evacuations for wildfire hazard areas and/or other hazards that would require an emergency evacuation, as required by CEQA and as required through substantial recent CEQA case law in Northern California. This analysis is separate from the Safety Element (e.g., SB 99 and AB 747) and evaluates the proposed General Plan's effect on evacuation. The methodologies below are consistent with the guidance published by the Office of the Attorney General for the preparation of such studies (i.e., multiple scenarios, use of appropriate traffic modeling software). The approach described below also reflects the recent CEQA court decisions in Sonoma, Contra Costa, Placer, and Lake counties and lessons learned from the findings, which deemed environmental documents to be inadequate due to the lack of sufficient analysis around the project's effect on the ability of the local community to evacuate safely due to wildfire (or other natural disasters). The scope of the tasks below is draft in nature and must be refined through discussions with County staff prior to execution.

Subtask 5.3.1.1: Event Parameter Identification

Based on the updated Mobility Element, the current Safety Element, and CalFire's Fire Hazard Severity Maps for Local Responsibility Areas and State Responsibility Area, Fehr & Peers will organize and facilitate a virtual workshop with County staff (planning, public works, police, and fire department) to identify up to three emergency scenarios representing different evacuation profiles. Fehr & Peers will also lead a discussion about the key evacuation routes for these scenarios and the parameters (e.g., time of day, evacuation pattern, road closures) for the evacuation analyses.

It is understood that due to the complexities and unique challenges of the study area, and the lack of codified standards and/or formal design guidance for evacuation studies (i.e., required evacuation times), Fehr & Peers will rely on expertise from County planning staff and fire/police leaders to identify various hazard conditions and potential constraints to evacuation. This is to ensure compliance with the Attorney General's guidance and recent court decisions under CEQA. The selection of evacuation events to evaluate will be based on events that have the highest evacuation demand in the shortest period. It will also consider the availability of first responders to manage traffic at key locations and the timing and primary purpose of the traffic management efforts. For any daytime evacuation scenarios, this would include whether and when first responders may be assigned to prevent traffic from entering the community at key gateways. Certain types of events like earthquakes do not typically include a large-scale evacuation as residents are typically told to shelter in place. The current scope and fee assume that the evacuation scenarios will be based on a weekday scenario; a weekend scenario may be tested as part subject to a scope and budget amendment (due to the need for additional data to quantify regional travel characteristics for a weekend scenario).

After completion of the previously described work, Fehr & Peers will collaborate with the ESA team on CEQA standards of significance related to the Project's effect on evacuation times; this scope assumes that ESA will be primarily responsible for developing CEQA standards of significance. It is anticipated that these proposed standards of significance will be discussed among the ESA team prior to undertaking Task 5.3.1.2.

Subtask 5.3.1.2: Establishing Project Effect on Evacuation Times

Fehr & Peers will complete a quantitative analysis (using Fehr & Peers EVAC+ tool) of evacuation patterns for up to three evacuation scenarios (e.g., evacuation pattern, road closures, type of emergency event) for the following conditions, to fulfill CEQA impact assessment requirements for the General Plan EIR:

- Baseline year Current General Plan condition.
- Horizon year Current General Plan condition.
- Horizon year Preferred General Plan condition.

Each evacuation scenario will consider one standardized time of day/day of week/time of year to be developed by Fehr & Peers (e.g., a wildfire scenario would occur during peak fire season in the later stages of the year, while flooding would tend to occur during the winter). This analysis will inform an evaluation of the capacity, safety, and viability of evacuation routes and shelters.

Based on the defined evacuation scenarios from Task 5.3.1.1, the first step in the operations analysis will focus on estimating the number of vehicle trips during each evacuation event. Based on the updated SNABM through Task 3.9, Fehr & Peers will develop evacuation trip generation information for the evacuation zones to estimate travel demand. The model data includes a variety of information based on census data, including persons per household, number of employees, auto-ownership information, population, and other factors that could affect the number of vehicles per household used during evacuation. The travel demand will also consider time of day. For example, an evacuation event during the middle of the night would create an evacuation trip for most that would begin at their home and end at either the evacuation center or somewhere external to the evacuation area. Conversely, an event that occurred during the middle of the day (when people are shopping) could delay evacuation movements as people come home first to access their belongings prior to leaving.

Background traffic data will be based on outputs from SNABM and count data, with adjustments made using Big Data to establish an evacuation condition that closely aligns with critical fire seasons or flood seasons. Fehr & Peers have included up to $3,000 in direct costs and staff time to order, download, and process Big Data to factor traffic counts and SNABM origin-destination matrices. The assessment will be based on a weekday scenario; a weekend scenario may be tested as part subject to a scope and budget amendment (due to the need for additional data to quantify regional travel characteristics for a weekend scenario).

The during-evacuation traffic operations analysis will use Fehr & Peers' EVAC+ Tool. This tool will be customized to reflect the county's evacuation roadway network and traffic demand data extracted from SNABM. The tool then references trip tables for areas outside of the evacuation area to form the "background" traffic estimates on the roadways not affected during an evacuation event. Areas affected by the evacuation event are then processed through the EVAC+ Tool trip estimator to estimate the number and sequencing of trips that occur due to the event.

The sub-area extracted network and new trip tables are then input into a Dynamic Traffic Assignment model. A Dynamic Traffic Assignment model estimates traffic and levels of congestion on 15-minute intervals and, as link congestion builds (roads fill with cars), the model dynamically reassigns traffic to less-congested routes, if available. This is a more accurate way of estimating trip assignment and identifying congested locations on the network that should be considered during an evacuation event. The results of this modeling effort will be used to identify heavily used evacuation routes and key bottlenecks in the city and county's roadway network during each evacuation scenario.

The results of the traffic operations analysis will be illustrated in figures, and metrics will be summarized in tables to highlight the key findings, including evacuation travel times and congestion bottlenecks. Fehr & Peers anticipates two meetings with the ESA team as part of this task.

The change in evacuation patterns and times would be compared against a threshold of significance to be derived as part of Task 5.3.1.1. If significant impacts are identified, mitigation measures will be developed to alleviate the impact.

It is noted that the quantitative evaluation described in this task is conceptual in nature as the historical hazard pattern in and around Napa County shows that wildfire and other hazards are unpredictable in nature and can be sparked by any number of causes. The purpose of the analysis is to assess for one given set of assumptions (which may not reflect an actual emergency event in the future) how evacuation times could potentially change after completion of the Project.

Documentation of the work in this task will occur in the TIA Report (Task 5.3.2).

SUBTASK 5.3.2: PREPARE DRAFT TRANSPORTATION IMPACT ANALYSIS REPORT

Fehr & Peers will document the transportation and evacuation-related studies in a TIA report and submit it to the County and the ESA team for review. The report will include the following components:

- Summary of the VMT metrics for the current General Plan, initial alternatives, and the preferred alternative from Task 3.9. It will also include an evaluation of the Preferred Alternative's effect on VMT generated by the future land use program. Fehr & Peers will rely on input from the County and the ESA team as to the most appropriate significance criteria to be used to determine CEQA transportation impact significance. If a significant CEQA transportation impact is identified, mitigation measures will be developed to reduce the level of impact. The effectiveness of the mitigation measures will be quantified based on the latest available effectiveness research. The mitigation measures may include feedback to General Plan policies that could be modified to reduce impacts to a less-than-significant level, to accomplish the goal of having the General Plan be self-mitigating to the extent feasible.
- Evaluation of the transit and non-motorized effects of the current General Plan (no project) and the preferred alternative scenarios. Mitigation measures to address potentially significant impacts will be recommended, which may include feedback on General Plan policies that could be modified to reduce impacts to a less-than-significant level.

- Summary of the evacuation time estimate analysis results of the current General Plan (no project) and the preferred alternative scenarios. Mitigation measures to address potentially significant impacts will be recommended, which may include feedback on General Plan policies that could be modified to reduce impacts to a less-than-significant level.

SUBTASK 5.3.4: PREPARE FINAL TRANSPORTATION IMPACT ANALYSIS REPORT

Fehr & Peers will respond to one round of consolidated comments from the County and the ESA team and prepare a Final Transportation Impact Analysis Report.

SUBTASK 5.3.5: ADMINISTRATIVE DRAFT, SCREENCHECK DRAFT, AND DRAFT EIR

It is expected that ESA will use this and other technical reports to prepare the Transportation and Circulation section of the Administrative Draft, Screencheck Draft, and Draft EIR. Fehr & Peers will review the draft environmental documents for consistency with ESA's analysis. Fehr & Peers will assist the ESA team in preparing responses to public comments on the Draft EIR; this scope of work assumes 8 hours of staff time to respond to comments on the Admin Draft and Screencheck Draft EIR.

Tribal Cultural Resources

ESA will contact the California Native American Heritage Commission and interested Native American representatives to help identify any locations of concern to the local Native American community and assist the County with consultation requirements of SB 18 and AB 52. Drawing from the Tribal Resources chapter of the BDR, ESA will draft the tribal cultural resources section of the EIR based on the results of the background research and communication with Native American tribes.

Utilities and Service Systems

Drawing from the Utilities and Public Infrastructure chapter of the BDR, ESA will use background information from the County and potential service providers to characterize the existing setting for utilities and service systems, updated as necessary, and will evaluate the impacts on those services. ESA assume that water supply information and changes in demand from the GPU will be provided by the applicable water providers, and that wastewater treatment capacity and changes in demand will also be provided by the service providers. The analysis will describe any improvements necessary to provide utility connections and assess the impacts associated with them.

Wildfire

Areas throughout the county are designated as a High Fire Hazard Severity Zone, and the county has experienced significant fires and fire losses since 2017. ESA will evaluate whether the implementation of the GPU would impair emergency responses or evacuations, exacerbate wildfire risks, require the installation of infrastructure that may result in impacts, or expose people or structures to risks as a result of wildfire or post-wildfire conditions including runoff, slope instability, or drainage changes.

Alternatives

In addition to the No Project Alternative, the EIR will qualitatively evaluate up to three additional alternative scenarios. ESA will consult with the County to determine appropriate alternatives, which will be directed toward those that could lessen identified significant impacts associated with the proposed GPU.

Task 5.4: Prepare Public Draft EIR

ESA will revise the Administrative Draft EIR, including all appendices and studies pertinent to the EIR, to reflect the County staff's recommended changes and will prepare a Final Screencheck EIR for County staff review prior to public circulation. After any minor changes, this version of the document will be distributed for public review. ESA will submit

an Administrative Record (consisting of sources referenced in the Draft EIR) to the County in electronic (PDF) format prior to publication of the Draft EIR.

Task 5.5: Prepare Responses to Comments

ESA assumes that a moderate number of comments will be received, and that the draft responses will be accommodated per the schedule and budget provided. ESA will review the comments and coordinate with the County staff to discuss issues raised and establish an approach for responding. If the number or complexity of comments cannot be responded to with the time and budget provided, ESA will discuss additional schedule and budget requirements with the County, if needed. ESA will then prepare a draft response to comments document and submit it to the County for review. ESA has included an estimate of 328 labor hours and a budget of $79,878 to respond to comments.

Task 5.6: Prepare Final EIR

ESA will prepare a Final EIR. The Final EIR will consist of the following, with one round of County review assumed: 1) comment letters received during the public review period and public hearing transcript, with responses; and 2) any changes, corrections, or modifications to the Draft EIR resulting from the comments received. Similar to the process for the Draft EIR, the Final EIR document will require preparation of a Public Distribution draft of the Final EIR. The revised draft will be formatted with tracked changes and retain all review comments on the prior draft. ESA will prepare and submit a Final Mitigation, Monitoring, and Reporting Program, incorporating any text changes as a result of the Final EIR, which will be included as an Appendix to the Final EIR. ESA will submit an updated final Administrative Record (consisting of sources referenced in the Final EIR) to the County in electronic (PDF) format prior to publication of the Final EIR.

Task 5.7: EIR Meetings and Project Management

ESA's EIR project manager will be the County's point of contact and will be available for regular check-ins and meetings, supported by the EIR deputy project manager. ESA's EIR project director will be available for the kickoff meeting and periodic check-ins and will provide internal quality control for the environmental document. For purposes of budgeting, ESA has considered the project duration for the EIR preparation to be approximately 12 months, including a set number of meetings during that period, together with a monthly hourly average for project management. ESA has assumed that project team meetings will occur via video or teleconference, and that meetings will occur on a monthly basis, though ESA recognizes that during certain periods, more frequent meetings may be required. To that end, ESA has provided budget for up to 24 meetings with up to 4 hours allotted for each to account for preparation, meeting, and coordination time. ESA has also provided time to account for occasional attendance by ESA's technical specialists as the need arises. For purposes of general project management duties, ESA has allotted 6 hours monthly for this purpose.

Phase 6: Meetings, Hearings, Project, and Data Management

This phase covers all public hearings and ongoing project management activities necessary to successfully deliver the GPU and EIR.

Task 6.1: Public Hearings

The ESA team will support staff in presenting the GPU and EIR at public hearings. A total of **four in-person hearings** are anticipated—two before the Planning Commission (PC) and two before the BOS. Additional hearings may be held at the County's request. This task will include the following:

- Prepare presentations, handouts, and graphics tailored to elected officials and the public.

- Coordinate with staff to rehearse and align messaging.
- Attend and present at all four hearings.
- Provide technical support and answer questions during deliberations.

Task 6.1 Deliverables

- Presentation materials, hearing attendance, and summary notes.

Task 6.1 Assumptions

- County staff will be responsible for preparing staff reports for each hearing before the PC and BOS.

Task 6.2: Staff Coordination Meetings

ESA will hold bi-weekly virtual coordination meetings with County staff to ensure smooth progress throughout the GPU. ESA will prepare the agenda, discussion notes, and follow-up on action items in Airtable. Meetings will typically last an hour and be attended by ESA's project manager and members of the ESA team as needed. ESA has budgeted for 65 meetings, including time to prepare the agenda, attend the meetings, and prepare follow-up minutes and action items.

Task 6.2 Deliverables

- Agendas, meeting notes, and updated action tracker.

Task 6.2 Assumptions

- Up to three members of the ESA team will attend.
- The ESA team may require contingency funding should additional meetings be needed beyond the budgeted 65 meetings.

Task 6.3: Project Administration

ESA will provide overall project management to ensure the GPU remains on scope, on schedule, and within budget. This includes coordinating across ESA and subconsultants, managing deliverables, submitting monthly invoices and progress reports, and maintaining high quality deliverables through quality assurance/quality control (QA/QC) protocols. The scope for this effort includes:

- Maintaining and regularly updating the master project schedule and task tracker.
- Preparing monthly progress reports and invoices summarizing status, upcoming milestones, and budget-to-date.
- Conducting QA/QC reviews of all deliverables to ensure accuracy and consistency.
- Coordinating with subconsultants to manage workflow and deliverables.
- Maintaining the CEQA Administrative Record.

Task 6.3 Deliverables

- ESA will prepare detailed workflows at the kickoff of each task to ensure the task deliverables are submitted on schedule and that the overall schedule remains on track.
- Monthly invoices and progress reports.

Task 6.3 Assumptions

- Project Administration is assumed to account for no more than 13 percent of the total technical labor hours anticipated for the budgeted GPU process.

Task 6.4: Data Management

ESA will designate a Data Steward for the overall project effort to track and manage data source and data visualization updates and additions across all components of the GPU and EIR preparation in close coordination with the County GIS lead. The Data Steward will track changes across spatial data , as well as non-spatial data, to the extent allowed by budget, and will coordinate with the County GIS, IT, and Public Information leads to ensure data repositories and visualization products, including the Napa County BDR Explorer web app, are maintained and revised where needed.

Task 6.4 Deliverables

- Bi-weekly check-in calls with the GIS lead and other information managers as needed to facilitate tracking and implementation of updates to County document and GIS data repositories.
- The General Plan may require updates to GIS figures and data that is provided in the background summary for the General Plan Elements. The ESA Data Steward will coordinate with the County GIS lead to deliver new or revised data arising from data that are presented in the General Plan elements and to update the Napa County BDR Explorer web app as necessary to incorporate these data.

Task 6.4 Assumptions

- Update efforts will be limited to addition of content in the subject areas specifically included in this scope of work for the GPU and EIR. Significant updates to existing application design or functionality are not included.
- County will provide the ESA team with editor/publisher-level logins and access permissions to access its ArcGIS online environment.
- County will provide review, approval and publication of submitted datasets within two weeks of delivery by ESA.

Task 6.5: GIS Specifications

New or modified mapping products created by ESA and delivered to Napa County for the GPU shall meet the following requirements:

- GIS Data and Maps
  - All new GIS data should be delivered as standard Esri file geodatabases with ISO 19239 and AGOL compliant metadata and using the County's standard projection (EPSG:2226).
  - PDF maps and graphics shall comply with the accessibility standards described in Task 2.3.
  - Should there be information such as symbology that is unable to be transferred through file geodatabases, a copy of the data in other formats such as lyrx or similar files may be included alongside the file geodatabase.
- Usage and Documentation of GIS Data
  - When creating maps for inclusion in the GPU, ESA will source data from County-hosted feature services where available and will include source citations in the map figure.
  - Layers ESA obtain from authoritative sources outside the County will include point of access information and date and time of access/download and compliant metadata per requirements stated above. . p
  - Per Task 1.2 Assumptions, if source organizations issue updates to authoritative data that ESA previously acquired for the BDR, County GIS will be responsible for updating the County's hosted services accordingly. ESA will provide such updated data to the County when ESA's scope includes reconfiguration of the source data for GPU purposes.
  - Datasets ESA develops for the GPU will have within their metadata a description of:
    - The sources used to develop the dataset, to the level of accepted citation (i.e., the source organization, the date the data was created (if available), and the location or website from which the data were obtained).

- » Description of replicable steps/methods used to create the dataset. For datasets obtained from external sources, providing the original metadata along with a brief description of any modifications made (for example clipping, filtering, or reprojecting) will be sufficient.
- » The intent behind the development of the dataset.

Task 6.5 Assumptions

- The BDR provides the Existing Conditions for the GPU. As stated in Task 1.2 Assumptions, County GIS will be responsible for maintenance of the BDR data to incorporate updates issues by government agencies and other authoritative sources. ESA will assist in identifying when such changes have occurred during the time period of the GPU when such updated source data are required for GPU analysis.

Napa County General Plan Update		ESA LABOR COST		SUBCONSULTANT & EXPENSES					TOTAL PROJECT COST	VALIDATE FORMULA *Should Match Total Project Cost fm Fee Proposal Planning Worksheet*	
Task #	Task Name/Description	ESA Total Hours	Total ESA Labor Cost	*Alta* Total ($) Amount	*Fehr & Peers* Total ($) Amount	*BAE* Total ($) Amount	Total Subconsultant ($ Amount)	Total Expense ($) Amount		Total fm Fee Proposal Planning Worksheet	Variance
1.1	Kickoff & Tour of Key Sites	56.00	$ 18,285	$ 12,408.00	$ 3,652.00	$ 4,400.00	$ 20,460	$ 880	$ 39,625	$ 39,625	$ -
1.2	Additional Existing Conditions Analysis	318.00	$ 86,834	$ 15,840.00	$ -	$ 6,050.00	$ 21,890	$ -	$ 108,724	$ 108,724	$ -
1.3	Policy Audit & Retention Review	276.00	$ 74,895	$ 31,900.00	$ 1,204.50	$ 2,750.00	$ 35,855	$ -	$ 110,749	$ 110,749	$ -
1	**New Data Collection & Policy Audit**	**650.00**	**$ 180,014**	**$ 60,148**	**$ 4,857**	**$ 13,200**	**$ 78,205**	**$ 880**	**$ 259,098**	**$ 259,098**	**$ -**
2.1	Community Engagement Plan	23.00	$ 7,184	$ 17,391.00	$ -	$ -	$ 17,391	$ -	$ 24,575	$ 24,575	$ -
2.2	Branding and Templates	18.00	$ 6,219	$ 12,210.00	$ -	$ -	$ 12,210	$ -	$ 18,429	$ 18,429	$ -
2.3	Outreach Activities, Social Media and Newsletters	20.00	$ 6,411	$ 44,550.00	$ -	$ -	$ 44,550	$ -	$ 50,961	$ 50,961	$ -
2.4	website	10.00	$ 4,147	$ 29,194.00	$ -	$ -	$ 29,194	$ -	$ 33,341	$ 33,341	$ -
2.5	Initial Outreach and Engagement	-	$ -	$ 70,290.00	$ -	$ -	$ 70,290	$ -	$ 70,290	$ 70,290	$ -
2.6	Topic Specific Workshops (TSWs)	516.00	$ 161,132	$ 143,880.00	$ 2,227.50	$ 5,775.00	$ 151,883	$ 18,370	$ 331,385	$ 331,385	$ -
2.7	Countywide Workshops	276.00	$ 92,798	$ 154,445.50	$ 2,227.50	$ 13,090.00	$ 169,763	$ 10,560	$ 273,121	$ 273,121	$ -
2.8	Online Surveys/Feedback Forms	16.00	$ 5,384	$ 33,165.00	$ -	$ -	$ 33,165	$ -	$ 38,549	$ 38,549	$ -
2.9	Public Agency Working Group (PAWG)	165.00	$ 52,665	$ 19,030.00	$ 2,227.50	$ 3,850.00	$ 25,108	$ -	$ 77,772	$ 77,772	$ -
2.10	Ongoing Stakeholder Meetings	88.00	$ 24,991	$ 11,880.00	$ 2,227.50	$ 4,620.00	$ 18,728	$ -	$ 43,719	$ 43,719	$ -
2	**Community Engagement & Facilitation**	**1,484.00**	**$ 461,966**	**$ 622,441**	**$ 16,352**	**$ 27,335**	**$ 666,127**	**$ 38,390**	**$ 1,166,483**	**$ 1,166,483**	**$ -**
3.1	Community Vision Plan Document	16.00	$ 5,220	$ 28,204.00	$ -	$ -	$ 28,204	$ -	$ 33,424	$ 33,424	$ -
3.2	Conceptual Alternatives and Concepts	272.00	$ 78,956	$ 44,660.00	$ -	$ 23,100.00	$ 67,760	$ -	$ 146,716	$ 146,716	$ -
3.3	Preferred Land Use and Policy Alternatives Report	94.00	$ 28,216	$ 27,082.00	$ -	$ -	$ 27,082	$ -	$ 55,298	$ 55,298	$ -
3.4	Land Use Alternatives Analysis	20.00	$ 6,226	$ 25,146.00	$ -	$ -	$ 25,146	$ -	$ 31,372	$ 31,372	$ -
3.5	Growth Projections	76.00	$ 22,680	$ 15,004.00	$ -	$ -	$ 15,004	$ -	$ 37,684	$ 37,684	$ -
3.6	Preferred Land Use Plan Development	32.00	$ 8,921	$ 19,932.00	$ -	$ -	$ 19,932	$ -	$ 28,853	$ 28,853	$ -
3.7	Land Use, Health and EJ Policy Framework	6.00	$ 1,805	$ 25,652.00	$ -	$ -	$ 25,652	$ -	$ 27,457	$ 27,457	$ -
3.8	Fiscal, Economic and Agricultural Sustainability Analysis	102.00	$ 25,297	$ -	$ -	$ 36,850.00	$ 36,850	$ -	$ 62,147	$ 62,147	$ -
3.9	Transportation Analysis	-	$ -	$ -	$ 55,621.50	$ -	$ 55,622	$ -	$ 55,622	$ 55,622	$ -
3	**Land Use Alternatives**	**618.00**	**$ 177,321**	**$ 185,680**	**$ 55,622**	**$ 59,950**	**$ 301,252**	**$ -**	**$ 478,572**	**$ 478,572**	**$ -**
4.1	Outline & Format	26.00	$ 7,597	$ 5,456.00	$ -	$ -	$ 5,456	$ -	$ 13,053	$ 13,053	$ -
4.2.1	Introduction (ESA)	22.00	$ 6,476	$ -	$ -	$ -	$ -	$ -	$ 6,476	$ 6,476	$ -
4.2.2	Summary & Vision (ESA/Raimi)	6.00	$ 1,821	$ 12,056.00	$ -	$ -	$ 12,056	$ -	$ 13,877	$ 13,877	$ -
4.2.3	Land Use & Community Character (R&A)	18.00	$ 5,167	$ 64,680.00	$ -	$ -	$ 64,680	$ -	$ 69,847	$ 69,847	$ -
4.2.4	Natural Resource Conservation Element (ESA)	410.00	$ 114,776	$ -	$ -	$ -	$ -	$ -	$ 114,776	$ 114,776	$ -
4.2.5	Agricultural Preservation & Working Lands (ESA)	194.00	$ 53,681	$ -	$ -	$ -	$ -	$ -	$ 53,681	$ 53,681	$ -
4.2.6	Environmental Justice and Public Health Element (R&A)	20.00	$ 5,674	$ 44,440.00	$ -	$ -	$ 44,440	$ -	$ 50,114	$ 50,114	$ -
4.2.7	Mobility & Infrastructure Element (Fehr & Peers and ESA)	258.00	$ 72,907	$ -	$ 106,084.00	$ -	$ 106,084	$ -	$ 178,991	$ 178,991	$ -
4.2.8	Safety Element (Reference) and Noise Element Update (ESA)	199.00	$ 59,512	$ -	$ -	$ -	$ -	$ -	$ 59,512	$ 59,512	$ -
4.10	Community Facilities Element (ESA)	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.2.9	Economic Development & Fiscal Sustainability (BAE)	14.00	$ 4,153	$ -	$ -	$ 19,800.00	$ 19,800	$ -	$ 23,953	$ 23,953	$ -
4.2.10	Historic and Cultural Resources Element	48.00	$ 15,299	$ -	$ -	$ -	$ -	$ -	$ 15,299	$ 15,299	$ -
4.2.11	Housing (Reference)	2.00	$ 505	$ -	$ -	$ 5,500.00	$ 5,500	$ -	$ 6,005	$ 6,005	$ -
4.2.12	Implementation Plan (Team)	122.00	$ 33,708	$ 21,252.00	$ -	$ 3,850.00	$ 25,102	$ -	$ 58,810	$ 58,810	$ -
4.2.13	Glossary (ESA)	12.00	$ 3,337	$ -	$ -	$ -	$ -	$ -	$ 3,337	$ 3,337	$ -
4.2.14	Acknowledgements (ESA)	6.00	$ 1,821	$ -	$ -	$ -	$ -	$ -	$ 1,821	$ 1,821	$ -
4.3	Draft GPU	714.00	$ 202,318	$ 21,252.00	$ 3,877.50	$ 3,850.00	$ 28,980	$ -	$ 231,297	$ 231,297	$ -
4.4	Public Draft	377.00	$ 106,205	$ 21,252.00	$ 2,255.00	$ 3,850.00	$ 27,357	$ -	$ 133,562	$ 133,562	$ -
4.5	Final GPU	183.00	$ 51,659	$ 21,252.00	$ 2,255.00	$ 3,850.00	$ 27,357	$ -	$ 79,016	$ 79,016	$ -
4	**General Plan Development**	**2,631.00**	**$ 746,613**	**$ 211,640**	**$ 114,472**	**$ 40,700**	**$ 366,812**	**$ -**	**$ 1,113,425**	**$ 1,113,425**	**$ -**
5.1	Project Description & Alternatives Development	84.00	$ 23,099	$ -	$ -	$ -	$ -	$ -	$ 23,099	$ 23,099	$ -
5.2	Notice of Preparation & Scoping	48.00	$ 13,294	$ -	$ -	$ -	$ -	$ -	$ 13,294	$ 13,294	$ -
5.3	Administrative Draft EIR	1,228.00	$ 337,728	$ -	$ 117,931.00	$ -	$ 117,931	$ -	$ 455,659	$ 455,659	$ -
5.4	Public Draft EIR	397.00	$ 118,353	$ -	$ -	$ -	$ -	$ -	$ 118,353	$ 118,353	$ -
5.5	Responses to Comments	328.00	$ 98,250	$ -	$ 6,154.50	$ -	$ 6,155	$ -	$ 104,404	$ 104,404	$ -
5.6	Final EIR	258.00	$ 78,090	$ -	$ 1,595.00	$ -	$ 1,595	$ -	$ 79,685	$ 79,685	$ -
5.7	EIR Meetings & Project Management	204.00	$ 64,014	$ -	$ -	$ -	$ -	$ -	$ 64,014	$ 64,014	$ -
5	**Environmental Clearance (EIR)**	**2,547.00**	**$ 732,829**	**$ -**	**$ 125,681**	**$ -**	**$ 125,681**	**$ -**	**$ 858,510**	**$ 858,510**	**$ -**
6.1	Public Hearings	104.00	$ 33,776	$ 22,968.00	$ 23,892.00	$ 6,160.00	$ 53,020	$ 4,620	$ 91,416	$ 91,416	$ -
6.2	Staff Coordination Meetings	423.00	$ 134,694	$ 73,590.00	$ 5,148.00	$ 7,150.00	$ 85,888	$ -	$ 220,582	$ 220,582	$ -

ESA

Napa County General Plan Update		ESA LABOR COST		SUBCONSULTANT & EXPENSES					TOTAL PROJECT COST	VALIDATE FORMULA *Should Match Total Project Cost fm Fee Proposal Planning Worksheet*	
Task #	Task Name/Description	ESA Total Hours	Total ESA Labor Cost	*Alta* Total ($) Amount	*Fehr & Peers* Total ($) Amount	*BAE* Total ($) Amount	Total Subconsultant ($ Amount)	Total Expense ($) Amount		Total fm Fee Proposal Planning Worksheet	Variance
6.3	Project Administration	1,300.00	$ 416,699	$ 61,150.10	$ -	$ 1,100.00	$ 62,250	$ 16,500	$ 495,449	$ 495,449	$ -
6.4	Data Management	396.00	$ 106,852	$ 9,724.00	$ -	$ -	$ 9,724	$ -	$ 116,576	$ 116,576	$ -
6	**Meetings, Hearings, Project & Data Management**	**2,223.00**	**$ 692,021**	**$ 167,432**	**$ 29,040**	**$ 14,410**	**$ 210,882**	**$ 21,120**	**$ 924,023**	**$ 924,023**	**$ -**
	Total Hours	**10,153.00**	**$ 2,990,763**	**$ 1,247,341**	**$ 346,022**	**$ 155,595**	**$ 1,748,957**	**$ 60,390**	**$ 4,800,110**	**$ 4,800,110**	**$ -**
	Total ($) Amount		**$ 2,990,763**				**$ 1,748,957**	**$ 60,390**	$ 4,800,110	$ 4,800,110	$ -

PROJECT COST ESTIMATE SUMMARY TABLE		
ESA Labor	$2,475,030	$2,475,030
Annual Rate Escalation Allowance	$70,228	$70,228
Contingency	$371,255	$371,255
Technology and Data Management Fee	$74,251	$74,251
ESA Labor Amount	**$2,990,763**	**$2,990,763**
ESA Non-Labor Expenses		
Reimbursable Expenses (see Attachment A for detail)	**$60,390**	**$60,390**
ESA Equipment Usage (see Attachment A for detail)		
Subtotal ESA Non-Labor Expenses	**$60,390**	**$60,390**
Subconsultant Costs	**$1,748,957**	**$1,748,957**
PROJECT TOTAL	**$4,800,110**	**$4,800,110**

Attachment A
Cost Proposal: ESA Non-Labor Expenses Summary

Reimbursable Expenses		
Project Supplies	$	-
Printing/Reproduction	$	-
Document and Map Reproductions (CD + Digital Photo)	$	-
Postage and Deliveries	$	-
Mileage	$	1,600
Vehicle Rental	$	2,800
Lodging	$	6,300
Airfare	$	14,700
Other Travel Related	$	1,500
Airtable subscription for 2.5 years	$	15,000
Urban Footprint Subscription for 2.5 years	$	-
Translator	$	13,000
Subtotal Reimbursable Expenses	*$*	*54,900*
10% Fee on Reimbursable Expenses	*$*	*5,490*
Total Reimbursable Expenses	**$**	**60,390**

ESA Equipment Usage		
Project Specific Equipment:	**$**	**-**
Vehicles - Standard size (no off-road usage)	$	-
Vehicles - 4x4 /Truck (light duty)	$	-
Vehicles - 4x4 /Truck (heavy duty)	$	-
Vehicles - ATV	$	-
Noise Meter	$	-
Hydroacoustic Noise Monitoring Equipment	$	-
Electrofisher	$	-
Field Traps	$	-
Digital Hypsometer (Nikon)	$	-
Backpack Sprayer	$	-
360-Degree 4k Camera	$	-
High Resolution Time-Lapse Camera	$	-
Beach Seine	$	-
Otter Trawl	$	-
Wildlife Acoustics Bat Detector	$	-
Wildlife Trail Camera	$	-
Fiber Optic Endoscope	$	-
Spotting Scope	$	-
Topographic/Bathymetric Survey Equipment:	**$**	**-**
Total Station	$	-
UAV/Drone	$	-
RTK-GPS	$	-

Attachment A
Cost Proposal: ESA Non-Labor Expenses Summary

RTK-GPS Smartnet Subscription	$	-
Hypack Survey Software	$	-
Laser/Auto Level	$	-
Single-Beam Echoshounder	$	-
Sidescan Sonar	$	-
1m GNSS Data Collection System (iPad)	$	-
Sub-meter GNSS Data Collection System	$	-
Sub-foot Data Collection System	$	-
Garmin GPS or equivalent (iPad)	$	-
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:	**$**	**-**
ISCO 2150 Area Velocity Flow Logger	$	-
SonTek IQ-Plus Area Velocity Flow Logger	$	-
Logging Rain Gage	$	-
Hand-Held Current Meter	$	-
Surface Velocity Radar	$	-
Wave Pressure Sensor	$	-
Wave Buoy	$	-
Sonic Wave Sensor	$	-
Logging Water Level - Pressure Transducer	$	-
Logging Barometric Pressure Logger	$	-
Well Probe / Water Level Meter	$	-
Bottom-Mounted Tripod / Mooring	$	-
Stormwater Crest Sampler	$	-
Water Quality Equipment:	**$**	**-**
Logging Turbidimeter/Water Level Recorder	$	-
Logging Conductivity/Water Level Recorder	$	-
Recording Conductivity Meter w/Datalogger	$	-
Hand-Held Turbidimeter	$	-
Hand-Held Salinity Meter or pH meter	$	-
Logging Salinity Gauge	$	-
Logging DO/Temp Probe	$	-
Logging Water Quality Sonde 1 Sensor	$	-
Logging Water Quality Sonde 2 Sensor	$	-
Logging Water Quality Sonde 3 Sensor	$	-
Logging Water Quality Sonde 4 Sensor	$	-
Telemetry System Hardware	$	-
Water Quality Multi-Probe Depth Profiler	$	-
Niskin Water Sampler	$	-
ISCO 6712 Portable Sampler w/ISCO 2105 Module	$	-
Sedimentation / Geotechnical Equipment:	**$**	**-**
Peat Corer	$	-
60lb Helly-Smith Bedload Sampler	$	-
Mini-Ponar Grab Sampler	$	-

Attachment A
Cost Proposal: ESA Non-Labor Expenses Summary

DH-76 Suspended Sediment Sampler	$	-
D-96 Suspended Sediment Sampler	$	-
Bridge Crane	$	-
RSET	$	-
AMS Soil Sampling Kit	$	-
Hand-Held Helley-Smith Bedload Sampler	$	-
Guelph Permeameter	$	-
Sludge Sampler	$	-
Shear Strength Vane	$	-
Boats:	**$**	**-**
Small Watercraft	$	-
15'-17' Boat	$	-
20'-21' Boat	$	-
22'-25' Boat	$	-
Houseboat Floating Laboratory	$	-
Other	$	-
Total Equipment Usage Costs	$	-
TOTAL NON-LABOR EXPENSES	**$**	**60,390**

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

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-422

TO: Board of Supervisors

FROM: Steven E. Lederer, Director of Public Works

REPORT BY: Kat Chambers, Staff Services Analyst II

SUBJECT: Public Hearing - Zone Two Solid Waste and Recycling Rates

RECOMMENDATION

Adopt a Resolution increasing rates by ~18% effective July 1, 2026 for solid waste services in Garbage Zone Two, in conformance with Agreement No. 7996 between Napa County and Berryessa Garbage Service, Inc. (No Fiscal Impact: Garbage Zone Two; Not Budgeted; Discretionary)

BACKGROUND

This item is not subject to the voting requirements of Article XIIIC, Voter Approval for Local Taxes, of the California Constitution, as amended by Proposition 26, because the fees are imposed by a private third party and not the County, under the franchise agreement 7996 as granted by the County to BGS. Article XIIIC applies only to new fees imposed by a local governmental entity.

On July 9, 2013, the Board of Supervisors approved Napa County Agreement No. 7996, a new franchise agreement for residential and commercial solid waste and recycling collection and disposal for Franchise Zone Two, between Napa County and Berryessa Garbage Service, Inc. (BGS). As part of the Agreement, rates and a rate methodology were established for the rates charged to the rate payers in Garbage Zone Two, located in the unincorporated area of Lake Berryessa. The Agreement term was originally set for July 18, 2013 through December 31, 2028.

On December 18, 2018, the Board approved Amendment No. 1 to Agreement No. 7996, extending the franchise term to December 31, 2036. Per the 2018 staff report, the agreement extension enabled “future financial stability and coordinated timeframes (commencing 2036) to meet State regulatory compliance requirements for future post closure action planning for the Steele Canyon Landfill that also enables operations of receiving recyclables.”

Under the Agreement, BGS may adjust the rates charged to its customers by submitting a justified rate proposal to the Board of Supervisors by April 15, with any approved changes taking effect July 1 (Section 16 and

Exhibit D). The Department of Public Works received such a proposal from BGS regarding operational costs associated with recycling and solid waste collection and disposal services in Garbage Zone Two.

Staff completed their review of the proposed increase pursuant to the Franchise Agreement and, under the rate adjustment guidelines in Section 14.03, determined that a rate increase of approximately ~18% beginning July 1, 2026 for both residential and commercial collection was justified and generally consistent with the Consumer Price Index (CPI) increases (cumulatively ~24.20%) since the last rate adjustment in November of 2018:

Year (Dec)	CPI
2024	2.80%
2023	3.70%
2022	5.60%
2021	3.20%
2020	1.70%
2019	3.30%
2018	3.90%

BGS currently services approximately 500 residential and 60 commercial accounts. Landfill (trash) and recycling collection services are available for a fee. BGS does not currently provide a separate compost (organics) collection service to its residential and commercial customers. Due to this, compostable organic materials are mixed in with regular trash, and the compostable organics and trash mix is disposed of at landfills.

BGS does not currently provide wheeled carts for residential collection service. Residents must provide their own “cans”. BGS provides bin services, that includes a bin rental fee, for commercial customers. Recycling and trash collection service is mandatory for all commercial entities in Zone Two. Napa County has until 2036 to conform with Senate Bill 1383 requirements for blue-green-grey color-coded carts and bins. Drop off services at the Berryessa Transfer Station are available to the public for various fees depending on item type.

Notice of the public hearing and consideration of the rate adjustment was published in the Napa Valley Register and on the County website on April 2 and April 9, 2026. The public notice indicates that all relevant documents regarding the proposed rate increase will be available through the Clerk of the Board. Pursuant to the Franchise Agreement, BGS has posted the change of rates on its website and will provide written notice to customers with their May billing statement if the rate adjustment is approved.

1. Open Public Hearing.
2. Staff reports.
3. Public comment.
4. Close Public Hearing.
5. Motion, second, discussion and vote on the item.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	Zone Two Garbage
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Approving the rate increase allows for recovery of costs associated with performing a critical service.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	BGS would not be able to recover their incurred costs associated with the collection and disposal of waste. The County would be in breach of its contract with BGS.
Strategic Initiative:	Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: These fees are not subject to the California Environmental Quality Act pursuant to Title 14 of the California Code of Regulations, Section 15273(a)(1) and (2).

RESOLUTION NO. 2026-

A RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, INCREASING RATES AND ESTABLISHING NEW FEES FOR THE COLLECTION AND DISPOSAL OF GARBAGE IN GARBAGE ZONE TWO

WHEREAS, the California Integrated Waste Management Act of 1989 (Public Resources Code sections 40000 et seq.) requires local agencies to make adequate provision for diversion of 50% of recyclable solid waste from landfills and safe disposal of garbage generated within their jurisdictions; and

WHEREAS, in 2016, the California Legislature passed SB 1383, Short-lived climate pollutants: methane emissions: dairy and livestock: organic waste: landfills, adding Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and adding Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code. The law requires local agencies to provide organics recycling collection services to residential and commercial sites and to monitor and enforce participant's diversion of recyclables from landfills; and

WHEREAS, under the provisions of Chapter 8.48 of the Napa County Code, Napa County ("County") has granted to Berryessa Garbage Service ("BGS") an exclusive franchise for the collection and disposal of recyclables, compostable organics, and garbage in Garbage Zone Two of the County, and has set rates associated with the collection and disposal services performed by BGS under the franchise; and

WHEREAS, in accordance with the provisions of the franchise agreement, BGS has applied to the Board for a review and revision of certain rates, and the Board finds there is a need to increase existing rates for collection of solid waste and recyclable materials; and

WHEREAS, Chapter 12.5 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 54985) and Chapter 8 of Division 1 of Title 7 of the California Government Code (commencing with section 66016) authorize the County to establish fees to recover the cost of providing a service; and

WHEREAS, pursuant to Government Code section 66016, at least ten days prior to the date this resolution is to be considered, data was made available to the public indicating the amount of the fee, or estimated fee, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service; and

WHEREAS, pursuant to Government Code section 66016, at least fourteen days prior to the date this resolution is to be considered, notice was mailed to those persons who had requested same; and

WHEREAS, notice of the hearing on the proposed fee was published twice in the manner set forth in section 6062a as required by section 66018, subsection (a), of the Government Code; and

WHEREAS, in accordance with the provisions of the franchise agreement, BGS shall provide its customers in Garbage Zone Two with advance written notice of the approved rate adjustments at least thirty (30) days prior to the effective date of the rate adjustment.

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby increases the rates for the collection of recyclables and garbage and establishes new fees as listed in Exhibit "A," attached hereto and incorporated by reference herein, to commence on July 1, 2026.

BE IT FURTHER RESOLVED that the Board finds this resolution is categorically exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, section 15273, subsections (a)(1) and (a)(2).

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 14th day of April, 2026 by the following vote

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: *Ryan FitzGerald* (e-sign)
Deputy County Counsel

Date: April 3, 2026

Project ID: 13112635

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"

RESIDENTIAL CANS AND BINS SERVICE OPTIONS	CURRENT 1/1/2019	RECOMMENDED 7/1/2026	INCREASE %
20 Gallon Garbage CAN (monthly charge)	$22.10	$26.00	17.6%
32 Gallon Garbage CAN (monthly charge)	$38.40	$45.20	17.7%
32 Gallon extra Garbage CAN (per pick up)	$12.00	$14.10	17.5%
32 or 45 Gallon Garbage CAN (non-service day)	$55.00	$64.80	17.8%
45 Gallon Garbage CAN (monthly charge)	$57.10	$67.20	17.7%
45 Gallon extra Garbage CAN (per pick up)	$17.84	$21.00	17.7%
Extra Bag of Yardwaste - up to 2	$0.00	$0.00	
Extra Bag of Yardwaste - 3 or more (charge is per bag)	$10.00	$11.80	18.0%
Garbage BIN (2 cy size)	$138.50	$163.10	17.8%
Recycle BIN (2 cy size)	$0.00	$0.00	
Extra pick-up BIN (Non-service day charge added to regular rate)	$55.00	$64.80	17.8%
Contamination Fee	$0.00	$50.00	
Off Road Service			
0' to 130' off road	$0.00	$0.00	
131' to 330' off road	$17.40	$20.50	17.8%
331' to 660' off road	$22.10	$26.00	17.6%
661' to 1056' off road	$27.80	$32.70	17.6%
over 1056' off road	$30.10	$35.40	17.6%
Medical exemption - distant charge waived for medical reason	$0.00	$0.00	
COMMERCIAL CANS, BINS, AND COMPACTOR SERVICE OPTIONS			
32 gallon Garbage CAN (monthly charge)	$45.00	$53.00	17.8%
32 gallon extra Garbage CAN (per pick up)	$11.25	$13.25	17.8%
45 gallon Garbage CAN service (monthly charge)	$57.10	$74.50	30.5%
45 gallon extra Garbage CAN service (per pick up)	$17.84	$21.00	17.7%
Garbage BIN* (monthly charge)	$102.60	$120.80	17.7%
Garbage BIN* - unscheduled service charge	$132.90	$156.50	17.8%
Recycling BIN (monthly charge, single BIN)	$0.00	$0.00	
Recycling BIN - 2 or more BINS - 50% trash rate (per BIN, per month)	$51.30	$60.40	17.7%
Garbage BIN rental (monthly charge, per bin)	$23.50	$27.66	17.7%

Garbage/Recycling BIN cleaning/exchange (per BIN)	$152.20	$179.20	17.7%
Garbage COMPACTOR	Varies	Varies	
Recycling COMPACTOR	Varies	Varies	
Contamination fee	$0.00	$100.00	100.0%

* The charge for collecting Overfilled (i.e., filled to a level which prevents the Garbage BIN's lid from closing) or Overweight (> 400 lbs.) Garbage BINs shall be two times (2x) the listed charge.

DEBRIS BOX SERVICE OPTIONS

10 cy BOX	$414.90	$488.50	17.7%
15 cy BOX Garbage	$622.60	$733.00	17.7%
15 cy BOX - source separated recyclable material	$467.00	$549.80	17.7%
20 cy BOX Garbage	$830.10	$977.40	17.7%
20 cy BOX - source separated recyclable materials	$622.60	$733.00	17.7%
30 cy BOX Garbage	$1,245.30	$1,466.20	17.7%
30 cy BOX - source separated recyclable materials	$933.90	$1,099.60	17.7%
Rental on BOX used > 14 days (charge is per month)	$125.00	$139.63	11.7%
Freon-containing refrigerators, freezers, air conditioners (per unit)	$0.00	$83.00	100.0%
Tires 22" diam or less	$14.20	$32.00	125.4%
Tires 22" diameter or less w rim	$28.40	$37.00	30.3%
Overweight (> 5 tons) BOX charge (per ton)	$94.80	$111.60	17.7%
Contamination Fee	$0.00	$50.00	100.0%

DROP-OFF GARBAGE AND RECYCLING SERVICE OPTIONS

Mixed Garbage - 90 gal or less	$14.00	$16.50	15.2%
Mixed Garbage - > 90 gal (per cubic yard)	$33.30	$39.20	15.1%
Clean Wood and Yardwaste (per cubic yard)	$22.10	$26.00	15.0%
Bulky Furniture, beds, vehicle seats (per item)	$27.80	$49.00	43.3%
Freon-containing refrigerators, freezers, air conditioners	$55.30	$83.00	33.4%
Propane tanks	$0.00	$39.00	100.0%
Tires - 21" or less	$11.20	$32.00	65.0%
Tires - 21" or less w rim	$22.40	$37.00	39.5%
Mixed recyclables (clean paper, metal, glass, rigid plastic)	$0.00	$0.00	
Scrap metal	$0.00	$15.00	100.0%
Appliances, water heaters, dish or clothes washers	$27.80	$45.00	38.2%

Electronic Wastes (per item)	$0.00	$10.00	100.0%
Mattresses, boxsprings	$0.00	$45.00	100.0%
Used motor oil and filters	$0.00	$0.00	
Paints and coatings	$0.00	$0.00	
Batteries (auto only)	$0.00	$0.00	

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 4/14/2026 | **File ID #:** 26-915

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Conference with Legal Counsel

RECOMMENDATION

CONFERENCE WITH LABOR NEGOTIATIONS

(Government Code section 54957.6)

Agency Designated Representatives: Christine Briceño, Director of Human Resources; Napa County Probation Professionals' Association - Nonsupervisory Unit; and Napa County Probation Professionals' Association - Supervisory Unit