

# Napa County

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



## Agenda - Final

**Tuesday, March 28, 2023**

**9:00 AM**

**Board of Supervisors Chambers  
1195 Third Street, Third Floor**

### **Board of Supervisors**

*Joelle Gallagher, District 1*

*Ryan Gregory, District 2*

*Anne Cottrell, District 3*

*Alfredo Pedroza, 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 Support Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.*

[www.countyofnapa.org](http://www.countyofnapa.org)

**GENERAL INFORMATION**

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

**The agenda is divided into three sections:**

**CONSENT ITEMS** - These matters typically include routine financial or administrative actions, as well as final adoption of ordinances that cannot be both introduced and adopted at the same meeting. Any CONSENT ITEMS can be discussed separately at the request of any person. CONSENT ITEMS are usually approved with a single motion.

**SET MATTERS - PUBLIC HEARINGS** - These items are noticed hearings, work sessions, and items with a previously set time.

**ADMINISTRATIVE ITEMS** - These items include significant policy and administrative actions and are classified by program areas. Immediately after approval of CONSENT ITEMS if the time for hearing SET MATTERS has not arrived, ADMINISTRATIVE ITEMS will be considered.

All materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at the time of such distribution, in the office of the Clerk of the Board of Supervisors, 1195 Third Street, Suite 305, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection after the meeting. Availability of materials related to agenda items for inspection does not include materials which are exempt from disclosure under the California Government Code.

**ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD:**

**ON A MATTER ON THE AGENDA**

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

**ON A MATTER NOT ON THE AGENDA**

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

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

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

<https://www.countyofnapa.org/1429/Board-of-Supervisors-Special-Districts-C>

The Board realizes that not all County residents have the same ways to stay engaged, so several alternatives are offered. Remote Zoom participation for members of the public is provided for convenience only. In the event that the Zoom connection malfunctions 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](http://www.zoom.us/join) (Meeting ID: 842-343-169) or listen on Zoom by calling 1-669-900-6833 (Meeting ID: 842-343-169).

**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. Leave a voice mail on the public comment line at 707-299-1776 (comments will be limited to three minutes).
2. Email your comment to [publiccomment@countyofnapa.org](mailto:publiccomment@countyofnapa.org).

Your comment will be shared with all members of the Board of Supervisors.

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

**1. CALL TO ORDER; ROLL CALL****2. PLEDGE OF ALLEGIANCE****3. APPROVAL OF MINUTES**

- A. Clerk of the Board requests approval of minutes from the March 14, 2023 & March 21, 2023, regular and special meetings. [23-0473](#)

**Attachments:** [March 14, 2023](#)  
[March 21, 2023](#)

**4. PRESENTATIONS AND COMMENDATIONS**

- A. Presentation of a Proclamation to be received by Tracy Cleveland, Agricultural Commissioner/Sealer of Weights and Measures, recognizing March 2023 as "National Agricultural Month" in Napa County. [23-0513](#)

- B. Presentation of a Proclamation to Tracy Lamb, Executive Director of NEWS Domestic Violence & Sexual Abuse Services, declaring April 2023, as "Sexual Assault Awareness Month" in Napa County. [23-0518](#)

**Attachments:** [Proclamation](#)

**5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS****6. CONSENT ITEMS - SPECIAL DISTRICTS****Napa Berryessa Resort Improvement District**

- A. Purchasing Agent and District Engineer request waiver of competitive bidding requirements and sole source award pursuant to Napa County Code 2.36.090 for the purchase of two (2) Membrane Cassettes from Kubota Membrane USA Corporation in Bothell, Washington, for the amount of \$68,440 plus applicable sales tax, for an estimated total of \$73,863. [23-0481](#)

**Attachments:** [Quote](#)

**7. CONSENT ITEMS****Agricultural Commissioner**

- A. Agricultural Commissioner/Sealer of Weights and Measures requests approval of and authorization for the Chair to sign renewal of Revenue Agreement No. 170682B with the California Department of Food & Agriculture (CDFA) for a maximum of \$475,751 for reimbursement of expenditures associated with placing and inspecting traps for the detection of exotic pests. [23-0425](#)

**Attachments:** [Agreement](#)

**Auditor-Controller**

- B.** Auditor-Controller requests the Board to accept, and instruct the Clerk of the Board to file, the report for the property tax administrative fee cost allocation to public entities in Napa County for Fiscal Year 2022-23 for services rendered in Fiscal Year 2021-22 as authorized by Chapter 3.44 of the Napa County Code and Section 95.3 of the Revenue and Taxation Code. [23-0344](#)

**Attachments:** [Report](#)

- C.** Auditor-Controller requests authorization to deny seventeen (17) State assessed unitary property tax refund claims for return of 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 taxes paid on Assessor Parcel Numbers 799-000-162, 799-000-181, 799-000-218, 799-000-173, and 799-000-222 (five Telecom properties), pursuant to Revenue and Taxation Code Section 100 and Section 5096. [23-0396](#)

**Attachments:** [Pacific Bell Claim for 2018-19](#)  
[Sprint Spectrum LP Claim for 2018-19](#)  
[Sprint Spectrum LP Claim for 2019-20](#)  
[Sprint Spectrum LP Claim for 2020-21](#)  
[Sprint Spectrum LP Claim for 2021-22](#)  
[Sprint Spectrum LP Claim for 2022-23](#)  
[T-Mobile West LLC Claim for 2018-19](#)  
[T-Mobile West LLC Claim for 2019-20](#)  
[T-Mobile West LLC Claim for 2020-21](#)  
[T-Mobile West LLC Claim for 2021-22](#)  
[T-Mobile West LLC Claim for 2022-23](#)  
[Lumen Tech Claim for 2018-19](#)  
[Lumen Tech Claim for 2019-20](#)  
[Lumen Tech Claim for 2020-21](#)  
[Lumen Tech Claim for 2021-22](#)  
[Lumen Tech Claim for 2022-23](#)  
[AT&T Claim for 2018-19](#)

**County Executive Office**

- D. Interim County Executive Officer and Clerk of the Board request the appointment of Supervisor Anne Cottrell as Delegate and Supervisor Alfredo Pedroza as Alternate to the Golden State Finance Authority (GSFA) and Golden State Connect Authority (GSCA). [23-0490](#)

**County Fire Department**

- E. Deputy Fire Chief requests the following actions regarding the lights, sirens and graphics of Utility 28 for the Chipping Program (4/5 vote required): [23-0347](#)
1. Approval of a Budget Transfer increasing appropriations by \$6,400, in the Fire Marshal's subdivision (2100001-55400), in the Fire Operations Subdivision (2100000-57900); offset by a decrease in the Fire Operations Subdivision (2100000-52520);
  2. Establishment of capital assets in the amount of \$6,400 for the purchase of communication equipment (lights/sirens/radios), lettering/graphics for utility pickup truck being purchased for the Napa County Chipping Program;
  3. Authorization to declare 2007 Ford F450 pickup (current Utility 28) as surplus and no longer required for public use; remove the item from inventory and dispose at public auction; and
  4. Request waiver of competitive bidding requirements and sole source award for the installation of communication equipment from Wattco, Suisun, California for a total of \$3,600 and lettering/graphics from Napa Sign Shop, Napa, California for a total of \$2,800 pursuant to County Ordinance Code 2.36.090.

**Health and Human Services Agency**

- F. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220287B with Bi-Bett Corporation, for a new contract maximum of \$751,289 for Fiscal Year 2022-2023, and each subsequent renewal, for the provision of withdrawal management and short-term residential treatment services. [23-0494](#)

**Attachments:** [Agreement](#)

**Human Resources – Division of CEO’s Office**

- G.** Director of Human Resources and Director of Health and Human Services Agency (HHSA) request adoption of a Resolution amending the Departmental Allocation List for multiple divisions of the Health and Human Services Agency, with no net increase in full-time equivalents (FTEs), and no impact to the County General Fund. [23-0477](#)
- Attachments:** [Resolution](#)  
[Correction Memorandum \(added after the meeting\)](#)

**Information Technology Services – Division of CEO’s Office**

- H.** Chief Information Officer requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 210093B with Granicus, Inc. increasing the contract maximum by \$10,000 for a new total of \$323,046, with an amendment term of March 28, 2023 through March 28, 2024, for consulting services including advanced training, template creation and report development associated with the Legistar solution. [22-1559](#)
- Attachments:** [Agreement](#)
- I.** Chief Information Officer requests the following: [23-0423](#)
1. Declare certain items of personal property as surplus and no longer required for public use; and
  2. Authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computer for Classrooms.
- Attachments:** [ITS Donation List](#)

**Planning, Building and Environmental Services (PBES)**

- J.** Interim Director of Planning, Building and Environmental Services requests approval of and authorization for the Chair to sign Amendment No. 7 to Agreement No. 170518B with Interwest Consulting Group to perform building plan check services, increasing compensation by \$100,000 for a new maximum of \$350,000 per fiscal year with no change to the agreement term. [23-0357](#)
- Attachments:** [Agreement](#)

**Public Works**

- K.** Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 9 to Lease Agreement No. 170067B with Rockwater, LLC for 994 Kaiser Road, Unit A, known as the Records Center, to extend the term for one additional year through June 30, 2024, and to adjust the monthly rental fee to \$9,000 beginning July 1, 2023 for continued use as a records storage facility. [23-0403](#)
- Attachments:** [Agreement](#)
- L.** Director of Public Works requests acceptance of a donation of gift cards totaling \$3,751 from Pet Food Express to the Napa County Animal Shelter and approval for the Board Chair to sign a letter of appreciation. [23-0420](#)
- Attachments:** [Letter](#)
- M.** Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230252B with Universal Protection Services, LP, dba Allied Universal Security Services (Allied Universal), to amend the scope of work and to increase maximum compensation by \$891 for FY 22/23 and \$3,564 per fiscal year for fiscal years 2-5 to accommodate the addition of routine equipment costs for security services. [23-0421](#)
- Attachments:** [Agreement](#)
- N.** Director of Public Works requests adoption of a Resolution certifying to the State Department of Transportation, the total mileage of Napa County maintained roads as of April 2023 in accordance with the provisions of Section 2121 of the California Streets and Highways Code. [23-0462](#)
- Attachments:** [Resolution](#)

- O. Director of Public Works requests approval of and authorization for the Chair to sign the three Agreements listed below with Napa Sanitation District, to be effective through December 31, 2027, for the delivery of recycled water to various County facilities for landscape irrigation purposes:

[23-0474](#)

1. Napa County Agreement No. 230356B for delivery of recycled water to the County's South Campus located at 2751 Napa Valley Corporate Drive;
2. Napa County Agreement No. 230357B for delivery of recycled water to the Napa County Sheriff's Office located at 1535 Airport Boulevard; and
3. Napa County Agreement No. 230358B for delivery of recycled water to Napa County Fire Department No. 27 (Greenwood Fire Station) located at 1555 Airport Boulevard.

**Attachments:** [Agreement for South Campus](#)  
[Agreement for Sheriff's Office](#)  
[Agreement for Fire Station 27](#)

**Risk and Emergency Services (OES) – Division of CEO’s Office**

- P. Interim County Executive Officer and Risk & Emergency Services Manager request adoption of a resolution adding Section 8M to Part I of the Napa County Policy Manual establishing Self-Insured Retention levels for insurance purposes. [23-0426](#)

**Attachments:** [Resolution Policy 8M](#)

**Treasurer-Tax Collector**

- Q. Treasurer-Tax Collector requests adoption of a Resolution authorizing the use and promotion of EasySmartPay to provide an additional method for Napa County property owners to pay secured property taxes in monthly installments. [23-0271](#)

**Attachments:** [Resolution](#)

**8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS****9. PUBLIC COMMENT**

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

**10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS****Napa County Groundwater Sustainability Agency**

- A. Interim Director of Planning, Building, and Environmental Services requests the Board of Directors of the Napa County Groundwater Sustainability Agency (NCGSA): [23-0492](#)
1. Receive the Napa County Groundwater Sustainability Annual Report - Water Year 2022 (“Annual Report”) on groundwater conditions in Napa County with a focus on the Napa Valley Subbasin;
  2. Receive a summary of the of the NCGSA Technical Advisory Group’s key 2022 discussion topics; and
  3. Approve the submittal of the Annual Report to the California Department of Water Resources (DWR).

**Attachments:** [Supporting Document C - Compiled TAG Framing Questions/Discussion Topics Summary PowerPoint Presentation \(added after the meeting\)](#)

**11. ADMINISTRATIVE ITEMS****Assessor**

- A. Assessor-Recorder-County Clerk ex officio Registrar of Voters requests adoption of a Resolution electing not to publish supporters and opponents of local measures on the actual ballot. [23-0453](#)

**Attachments:** [Resolution](#)

#### County Executive Office

- B. Interim County Executive Officer to present Napa County's 2022 Annual Report. [23-0418](#)

**Attachments:** [Annual Report](#)

#### Information Technology Services – Division of CEO's Office

- C. Chief Information Officer requests the following actions: [23-0458](#)
1. Receive a staff presentation of the significance of data management and provide direction to staff to implement a consistent process across the County; and
  2. Request authorization to issue a Request for Proposal (RFP) to contract with a consultant to develop a platform to consistently collect, manage, and govern data.

**Attachments:** [PowerPoint Presentation](#)

#### Treasurer-Tax Collector

- D. Treasurer-Tax Collector requests the following actions regarding the Napa County Investment Pool: [23-0275](#)

1. Adoption of a Resolution renewing the delegation of investment/reinvestment authority to the Treasurer-Tax Collector for an additional one-year period beginning April 1, 2023, pursuant to California Government Code sections 53607 and 27000.1; and
2. Approval of the Napa County Statement of Investment Policy in accordance with California Government Code section 53646(a)(1).

**Attachments:** [Resolution](#)  
[Investment Policy 2023-24](#)

12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS
13. SET MATTERS OR PUBLIC HEARINGS
14. LEGISLATIVE ITEMS
15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS
16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS
17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

**18. CLOSED SESSION**

**19. ADJOURNMENT**

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY,  
APRIL 4, 2023 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, MARCH 24, 2023 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0473

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**TO:** Board of Supervisors  
**FROM:** David Morrison - Interim County Executive Officer  
**REPORT BY:** Anthony Williams - Deputy Clerk of the Board II  
**SUBJECT:** Approval of Minutes

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### **RECOMMENDATION**

Clerk of the Board requests approval of minutes from the March 14, 2023 & March 21, 2023, regular and special meetings.

### **EXECUTIVE SUMMARY**

Clerk of the Board requests approval of minutes.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? No  
County Strategic Plan pillar addressed: Collaborative and Engaged 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.

### **BACKGROUND AND DISCUSSION**

Clerk of the Board requests approval of minutes from the March 14, 2023 & March 21, 2023, regular and special meetings.



# Meeting Minutes

## Napa County Board of Supervisors

Joelle Gallagher, District 1  
Ryan Gregory, District 2  
Anne Cottrell, District 3  
Alfredo Pedroza, 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 Support Services Public Authority of Napa County, LakeBerryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.

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Tuesday, March 14, 2023

9:00 AM

Board of Supervisors Chambers  
1195 Third Street, Third Floor

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**\*Consolidated**

1. CALL TO ORDER; ROLL CALL

**Present: Chair Belia Ramos, Supervisors Anne Cottrell, Joelle Gallagher, Ryan Gregory, and Alfredo Pedroza. The meeting was called to order by Chair Belia Ramos.**

2. PLEDGE OF ALLEGIANCE

**Director of Human Resources Christine Briceño led the Assembly in the Pledge of Allegiance.**

3. APPROVAL OF MINUTES

A. Clerk of the Board requests approval of minutes from the February 28, 2023 regular meeting. [23-0399](#)

**Motion Text: Approve Minutes.**

**Voting Yes: Gregory, Cottrell, Gallagher, Pedroza, and Ramos**

**Recusals: None**

**Result: Passed**

4. PRESENTATIONS AND COMMENDATIONS

A. Director of Human Resources to introduce new County employees. [23-0366](#)

**Director of Human Resources Christine Briceno introduced the new County of Napa employees.**

## 5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS

**Director of Public Works Steven Lederer presented a report on the Lawley Toll Road and provided an update on the recent storm damage to county roads.**

## 6. CONSENT ITEMS - SPECIAL DISTRICTS

**Motion Text: Approve Special Districts Consent Calendar.**  
**Voting Yes: Pedroza, Gregory, Cottrell, Gallagher, and Ramos**  
**Recusals: None**  
**Result: Passed**

## Napa County Housing Authority

- A. Director of Housing & Homeless Services requests approval of a Budget Adjustment to purchase two HVAC systems at the Calistoga Farmworker Center using County Service Area No. 4 available fund balance; and separately accepting a donation for household goods (4/5 vote required): [23-0385](#)
1. Decrease Available Fund Balance \$43,200 (Fund 2810, Org 2810000, Obj 33100);
  2. Increase Transfer Out Appropriation \$43,200 (Fund 2810, Org 2810000, Obj 56100) offset by available fund balance;
  3. Increase Transfer In Revenue \$43,200 (Fund 5060, Org 5060501, Obj 48200);
  4. Establish two capital assets for a total of \$43,200, which includes the purchase of two HVAC units \$29,600 and \$12,600, and \$1,000 Public Works Construction Contract (Fund 5060, Org 5060501, 55400);
  5. Increase Maintenance-Building & Improvement Public Works Charge Appropriation by \$1,000 (Fund 5060, Org 5060501, Obj 52510);
  6. Increase Donation Revenue \$19,900 (Fund 5060, Org 5060501, 5060502, 5060503, Obj 47500); and
  7. Increase Household Expense Appropriations \$19,900 (Fund 5060, Org 5060501, 5060502, 5060503, Obj 53305).

- B. Director of Housing & Homeless Services requests approval of Budget Adjustments for increased expense in operating services and supplies, offset by expense savings and Tenant Rent revenue (4/5 voterequired): [23-0412](#)
  - 1. Increase Water Treatment Service Appropriation \$2,000 (Fund 5060, Org 5060501, Obj 52383);
  - 2. Increase Household Expense Appropriation \$12,000 (Fund 5060, Org 5060501, Obj 53305);
  - 3. Increase Utilities - Fire Supp Systems Appropriation \$5,000 (Fund 5060, Org 5060501, Obj 53215);
  - 4. Increase Utilities - Sewer Appropriation \$5,000 (Fund 5060, Org 5060501, Obj 53225);
  - 5. Decrease Other Professional Services Appropriation \$20,000 (Fund 5060, Org 5060503, Obj 52490);
  - 6. Increase Utilities - Fire Supp Systems Appropriation \$5,000 (Fund 5060, Org 5060502, Obj 53215); and
  - 7. Increase Rent - Tenants Revenue \$9,000 (Fund 5060, Org 5060502, Obj 45310).

7. CONSENT ITEMS

**Motion Text:** Approve Consent Calendar.  
**Voting Yes:** Pedroza, Gregory, Cottrell, Gallagher, and Ramos  
**Recusals:** None  
**Result:** Passed

Corrections

- A. Director of Corrections requests approval of and authorization for the Chair to sign the renewal of Agreement No. 170747B (DHCS 23-30036 and 23-MCIPNAPA-28) with the California Department of HealthCare Services for a maximum up to \$10,400 per fiscal year for the term July 1, 2023 through June 30, 2026 to participate in the Medi-Cal County Inmate Program. [23-0343](#)  
**Enactment No:** A-170747B

County Executive Office

- B. Interim County Executive Officer requests adoption of a Resolution proclaiming the termination of the state of local emergency and the local health emergency due to COVID-19. [23-0322](#)  
**Enactment No:** R-2023-35

- C. Interim County Executive Officer requests the Board receive a report on lost revenues due to canceling certain criminal justice fines and fees and authorize submittal of the report to the Director of Finance, the Legislative Analyst's Office, and the Joint Legislative Budget Committee. [23-0356](#)

## Health and Human Services Agency

- D. Director of Health and Human Services Agency (HHS) requests approval of and authorization for the Chair to sign a certification statement with Department of Health Care Services (DHCS) for Fiscal Year 2022-2023, confirming the County's agreement to comply with all applicable provisions governing the California Children's Services (CCS) program (Agreement No. 230315B). [23-0216](#)

**Enactment No: A-230315B**

- E. Director of Health and Human Services Agency (HHS) requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220080B with the University of California, Davis (UC Davis), to add a Data Use Agreement to the existing agreement in order to enable County to share data with UC Davis researchers. [23-0217](#)

**Enactment No: A-220080B Amend. 1**

- F. Director of Health and Human Services Agency (HHS) requests approval of and authorization for the Chair to sign the following agreements for Fiscal Year 2022-2023 to provide outreach for and linkage to the Medi-Cal program and services as well as facilitate the Medi-Cal application process: [23-0226](#)

1. Agreement No. 230303B with Cope Family Center, Inc., for a maximum of \$50,295;
2. Agreement No. 230302B with Spirit of Unity in Napa, Inc., dba Puertas Abiertas, for a maximum of \$24,857;
3. Agreement No. 230308B with Parents Child Advocacy Network for a maximum of \$23,500; and
4. Agreement No. 230310B with Up Valley Family Centers of Napa Valley, Inc., for a maximum of \$11,775.

**Enactment No: A-230303B; A-230302B; A-230308; A-230310B**

- G. Director of Health and Human Services Agency (HHS) requests approval of and authorization for the Chair to sign Amendment No. 4 to Agreement No. 160075B with North Valley Behavioral Health, LLC., for a new contract maximum of \$1,000,000 for Fiscal Year 2022-2023, and each subsequent automatic renewal, for psychiatric hospitalization services. [23-0227](#)

**Enactment No: A-160075B Amend. 4**

- H. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230316B with A&A Health Services, LLC, in the amount of \$250,000 for Fiscal Year 2022-2023, and each subsequent renewal, for the provision of residential care for adult mental health clients. [23-0228](#)

**Enactment No:           A-230316B**

- I. Director of Health and Human Services Agency (HHSA) requests adoption of a Resolution amending the Napa County Bylaws Manual Part II, Section 8 Mental Health Board, effective January 9, 2023, to reflect changes to Article V-Qualifications of Members and Article XV-Policies and Procedures. [23-0310](#)

**Enactment No:           R-2023-36**

Housing & Homeless Services – Division of CEO’s Office

- J. Director of Housing & Homeless Services requests approval of and authorization for the Chair to sign Agreement No. 230348B with Kristin Lowell, Inc. for a maximum of \$5,800 for the term March 14, 2023 to March 30, 2024 for the annual County Service Area No. 4 (CSA No. 4) Engineer’s Report. [23-0320](#)

**Enactment No:           A-230348B**

- K. Director of Housing & Homeless Services requests approval of a Budget Adjustment for increased expenses in consulting services, computer equipment and software, and interfund expenditures, offset by mitigation fee revenue (Org 2080000); transfer appropriations originally budgeted from ARPA to buildings and improvement expense (ADU program Org 2080050) to instead be Long Term Loans (Affordable Housing program Org 2080010); and transfer expense appropriations for transfers out to the administrative area of the fund (org 2080000) (4/5 vote required): [23-0432](#)
1. Increase Consulting Services Appropriation \$5,000 (Fund 2080, Org 2080000, Obj 52310);
  2. Increase Computer Equipment/Accessories Appropriation \$2,500 (Fund 2080, Org 2080000, Obj 53410);
  3. Increase Computer Software/Licensing Appropriation \$2,000 (Fund 2080, Org 2080000, Obj 53415);
  4. Increase Interfund Expenditure Appropriation \$500 (Fund 2080, Org 2080000, Obj 54900);
  5. Increase Mitigation Fee-Commercial Revenue \$10,000 (Fund 2080, Org 2080000, Obj 46710);
  6. Increase Long Term Loan Appropriation \$2,000,000 (Fund 2080, Org 2080010, Obj 56500);
  7. Increase Transfers-In Revenue \$2,000,000 (Fund 2080, Org 2080010, Obj 48200);
  8. Decrease Buildings and Improvements Appropriation \$2,000,000 (Fund 2080, Org 2080050, Obj 55300);
  9. Decrease Transfers-In Revenue \$2,000,000 (Fund 2080, Org 2080050, Obj 48200);
  10. Increase Intrafund Transfers Out Appropriation \$88,000 (Fund 2080, Org 2080000, Obj 57900);
  11. Increase Transfers-In Revenue \$88,000 (Fund 2080, Org 2080000, Obj 48200);
  12. Decrease Intrafund Transfers Out Appropriation \$88,000 (Fund 2080, Org 2080050, Obj 57900); and
  13. Decrease Transfers-In Revenue \$88,000 (Fund 2080, Org 2080050, Obj 48200).

Human Resources – Division of CEO’s Office

- L. Director of Human Resources and Director of Health and Human Services Agency (HHS) request adoption of a Resolution amending the Departmental Allocation List for multiple divisions of the Health and Human Services Agency, with a net increase of 1.5 FTE, and no impact to the County General Fund. [23-0428](#)

**Enactment No: R-2023-37**

- M. Director of Human Resources and District Attorney request adoption of a Resolution amending the Table and Index of Classes and the Departmental Allocation List for the District Attorney's Office, by adding one 1.0 full-time equivalent (FTE) DA Media Investigative Technician, effective March 14, 2023, with a net increase of one FTE, and an impact to the County General Fund. [23-0429](#)

**Enactment No: R-2023-38**

- N. Director of Human Resources requests adoption of a Resolution approving an adjustment to the Engineering Manager classification salary to avoid compaction, and deleting the defunct Engineering MGR-PBES classification, effective December 22, 2022. [23-0430](#)

**Enactment No: R-2023-39**

Information Technology Services – Division of CEO's Office

- O. Chief Information Officer requests a waiver of competitive bidding requirement and sole source award to AMS.NET (pursuant to Napa County Code Section 2.36.090) for a maximum of \$106,147 for the term of March 14, 2023, through June 30, 2026, for the purchase of the following equipment, labor and licensing for the Countywide wireless internet service project: [23-0362](#)

1. Flood Building:

- a. Meraki Cloud Managed Access Points for \$4,058 for three-year licensing and three Access Points; including \$1,150 labor for a maximum amount of \$5,208;
- b. Wireless Cabling for \$2,740 labor and \$824 materials for a maximum of \$3,564;

2. Juvenile Hall:

- a. Meraki Cloud Managed Access Points for \$31,113 for three-year licensing and twenty-three Access Points; including \$6,550 labor for a maximum of \$37,663;
- b. Wireless Cabling for \$15,720 labor and \$4,933 materials for a maximum of \$20,653;

3. Napa Sanitation:

- a. Meraki Cloud Managed Access Points for \$21,494 for three-year licensing and fifteen Access Points; including \$4,550 labor for a maximum \$26,044; and
- b. Wireless Cabling for \$9,960 labor and \$3,055 materials for a maximum of \$13,015.

**Enactment No: A-230338B**

- P. Chief Information Officer requests the following actions regarding replacement of portable radio equipment (4/5 vote required): [23-0431](#)
1. A waiver of competitive bidding requirement and sole source award to Motorola Solutions in the amount of \$315,000; and
  2. Establishment of a capital asset in the amount of \$315,000 for Motorola portable radios.

Public Works

- Q. Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 230037B with HCI Services, Inc. to: [23-0207](#)
1. Increase compensation for routine fire system services by \$1,000 for a new maximum amount of \$49,220 per fiscal year for the term of the agreement;
  2. Increase compensation for non-routine services by \$25,000 for a new maximum amount of \$95,000 in fiscal year 2022-23; and increasing compensation for non-routine services by \$5,000 for contract years two through five for a new maximum amount of \$25,000 to address critical maintenance and repairs at various County locations; and
  3. Amend the scope of work to include routine monitoring, testing, and inspection of the alarm system at Carneros Fire Station 210.

**Enactment No:           A-230037B Amend. 2**

- R. Director of Public Works requests the following for the “SouthNapa Shelter Phase II - HVAC Project,” PW 20-16A: [23-0270](#)
1. Award of the contract for the South Napa Shelter Phase II - HVAC Project, PW 20-16A to RBH Construction, Inc. of Folsom, California for their low base bid of \$443,944, with Additive Alternate No. 1 of \$151,558, and Additive Alternate No. 2 for \$52,669, for a total contract cost of \$648,171, and authorization for the Chair to sign the construction contract, Agreement No. 230332B; and
  2. Approval of Budget Transfer for the following (4/5 vote required):
    - a. Decrease appropriations in the following Housing and Homeless Services objects, \$326,724 from Other Professional Services (Fund 2030, Org 2030000, Object 52490) and \$350,000 from Client Provider Services (Fund 2030, Org 2030000, Object 52430) to increase appropriation in Transfers-Out by \$676,724 (Fund 2030, Org 2030000, Object 56100) to transfer to Homeless Shelter Improvements Project Budget (Fund 3000, Org 3000550, Project 20030, Object 48200);
    - b. Increase appropriations by \$217,865 from Accumulated Capital Outlay (ACO) (Fund 3000, Org 3000000, Object 57900) budget with the use of its available fund balance to transfer to Project 20030 (Fund 3000, Org 3000550, Project 20030, Object 48200); and
    - c. Increase appropriations by \$894,589 in Project 20030 (Fund 3000, Org 3000550, Project 20030, Object 52360) budget offset by transfer-in revenues from the Housing and Homeless Services budget and ACO.

**Enactment No: A-230332B**

- S. Director of Public Works requests the following (4/5 vote required): [23-0364](#)
1. Approval of the Plans and Specifications for the “2023 Berryessa Improvements Project” (RDS 22-05, 22-13, 23-05, and 23-16), and the authorization to advertise for sealed bids and opening of the bids at the time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code;
  2. Change Berryessa Pines/Spanish Flat Pavement Project (Fund 2040, Org 2040500, Project 23010) name to Berryessa Pines Paving Project;
  3. Create new Capital Improvement Project for Spanish Flat Loop Road Paving Project (Fund 2040, Org 2040500, Project 23040); and
  4. Approval of Budget Transfer for the following:
    - a. Increase appropriations by \$30,000 in the Accumulated Capital Outlay (ACO) (Fund 3000, Org 3000000, Object 56100) with the use of its available fund balance to transfer to Project 23040 (Fund 2040, Org 2040500, Object 48200); and
    - b. Increase appropriations by \$30,000 in Project 23040 (Fund 2040, Org 2040500, Object 52145) offset by a transfer-in revenue from the ACO.

- T. Director of Public Works requests approval of and authorization for the Chair to sign Agreement No. 230342B with Facilities By Design for the term of July 1, 2023 through June 30, 2026 with an automatic annual renewal not to exceed two years, and an annual maximum compensation of \$150,000 for professional space planning, design, and furniture coordination services. [23-0387](#)

**Enactment No: A-230342B**

- U. Director of Public Works requests approval of a Budget Adjustment increasing appropriations in the Airport Operations Capital Asset account (Fund 5010, Org 5010000, Object 55400) by \$9,299 with an offsetting decrease to fund balance and establishment of a Capital Asset in the amount of \$9,299 for the purchase of a 2022 EZGO RXV battery powered Utility Cart for the Airport (4/5 vote required). [23-0419](#)

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

**None**

9. PUBLIC COMMENT

**One (1) person spoke during public comment.**

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

**None**

11. ADMINISTRATIVE ITEMS

Auditor-Controller

- A. Auditor-Controller requests acceptance of the County’s Single Audit Report for the fiscal year ended June 30, 2022. [23-0363](#)

**Auditor-Controller Tracy Schulze made presentation.**

**Discussion held.**

**Motion Text: Approve the requested actions.**

**Voting Yes: Cottrell, Gregory, Gallagher, Pedroza, and Ramos**

**Recusals: None**

**Result: Passed**

- B. Auditor-Controller requests the Board to accept, and instruct the Clerk of the Board to file, the updated Internal Audit Charter effective March 14, 2023. [23-0390](#)

**Accountant-Auditor Manager Paul Phangureh made presentation.**

**Discussion held.**

**Motion Text:** Approve the requested actions.  
**Voting Yes:** Gregory, Cottrell, Gallagher, Pedroza, and Ramos  
**Recusals:** None  
**Result:** Passed

County Executive Office

- C. Interim County Executive Officer and Clerk of the Board request the appointment of two Directors and two Alternates to the Napa Valley Transportation Authority (NVTA). [23-0365](#)

**Clerk of the Board Neha Hoskins made presentation.**

**Discussion held.**

**Motion Text:** Appoint Alfredo Pedroza as the MTC Director, Ryan Gregory as the County Director, and Belia Ramos and Anne Cottrell as Alternates of NVTA.  
**Voting Yes:** Gregory, Gallagher, Cottrell, Pedroza, and Ramos  
**Recusals:** None  
**Result:** Passed

- D. Interim County Executive Officer requests that the Board: [23-0389](#)
  1. Receive a presentation of the five-year budget forecast, Section 115 Trust Fund, and American Rescue Plan Act;
  2. Approve mid-year Budget Adjustments per the attached reports; and
  3. Authorize the creation of a new non-operating special revenue fund for CARE Court in Fund 2460, Division 24622, Subdivision 20000252 (4/5 vote required).

(CONTINUED FROM FEBRUARY 28, 2023)

**Correction Memorandum provided.**

**Senior Management Analyst Daniel Sanchez made presentation.**

**Assistant County Executive Officer Rebecca Craig made presentation.**

**Discussion held.**

**Motion Text:** Approve the requested actions to include the information as provided in the correction memorandum.

**Voting Yes:** Pedroza, Gallagher, Cottrell, Gregory, and Ramos

**Recusals:** None

**Result:** Passed

E. Interim County Executive Officer requests the following actions:

[23-0401](#)

1. Consideration and appointment of District 1 Supervisor Joelle Gallagher’s nomination of Kara Brunzell to the Napa County Planning Commission with the term of office to commence immediately and run coterminous with the term of Supervisor Joelle Gallagher (December 31, 2026).

2. Consideration and appointment of District 3 Supervisor Anne Cottrell’s nomination of Heather Phillips to the Napa County Planning Commission with the term of office to commence immediately and run coterminous with the term of Supervisor Anne Cottrell (December 31, 2026).

Applicants:

- Keri Akemi-Hernandez
- Yvonne Baginski
- Kara Brunzell
- Erean O’Neill
- Lucio Perez
- Heather Phillips

**Supervisor Joelle Gallagher made presentation.**

**Motion Text: Appoint Kara Brunzell to the Napa County Planning Commission.**

**Voting Yes: Gallagher, Pedroza, Cottrell, Gregory, and Ramos**

**Recusals: None**

**Result: Passed**

**Supervisor Anne Cottrell made presentation.**

**Motion Text: Appoint Heather Phillips to the Napa County Planning Commission.**

**Voting Yes: Cottrell, Gallagher, Gregory, Pedroza, and Ramos**

**Recusals: None**

**Result: Passed**

Planning, Building and Environmental Services (PBES)

- F. Interim Director of Planning, Building and Environmental Services requests acceptance of the annual report regarding the status of the Napa County General Plan and progress in its implementation as required by Government Code Section 65400. [23-0316](#)

**Correction Memorandum provided.**

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

**One (1) person spoke during public comment.**

**Motion Text:**            **Accept the Annual Report to include the information as provided in the correction memorandum.**

**Voting Yes:**            **Pedroza, Cottrell, Gallagher, Gregory, and Ramos**

**Recusals:**              **None**

**Result:**                  **Passed**

Public Works

- G. Board to receive a presentation, and possibly provide direction on, the disposition of a segment of Old Howell Mountain Road (OHMR) which was closed due to storm damage in 2017 and was further damaged by the January 2023 storms. [23-0269](#)

**Director of Public Works Steve Lederer made presentation.**

**Discussion held.**

**Direction provided to staff.**

- H. Director of Public Works requests the Board of Supervisors: [23-0335](#)
  1. Receive an update on the planning and design of the 1127 First Street HVAC Replacement Project, PW 21-23; and
  2. Provide direction whether to move the Project forward given the Facilities Master Planning process initiated on January 31, 2023.

**Director of Public Works Steven Lederer made presentation.**

**Engineering Supervisor Daniel Basore made presentation.**

**Discussion held.**

**Direction was provided to staff.**

12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS

None

13. SET MATTERS OR PUBLIC HEARINGS

County Executive Office

A. PUBLIC HEARING 9:00 AM

[23-0295](#)

Director of Public Works requests adoption of a resolution taking the following actions related to the sale of approximately 2,900 square feet of County-owned property located at 212 Walnut Avenue in the City of Napa (Property) for development of affordable housing:

1. Approval of Government Code Section 52201 Summary Report and finding that the sale of Property will create economic opportunity and result in the development of seven (7) units of for-sale affordable housing and job creation as the result of the anticipated construction of the new development;
2. Approval of and authorization for the Chair to sign Purchase and Sale Agreement No. 230350B and Escrow Instructions (Agreement) with Napa Community Development Fund, LP, for transfer of Property for fair market value of \$58,220 for the development of affordable housing;
3. Authorization for the Interim County Executive Officer, or designee, to execute all ancillary documents, and to take any other actions necessary for the purpose of transferring Property consistent with the terms and conditions of the Agreement; and
4. Find and determine that disposition of Property pursuant to the Agreement is exempt from the California Environmental Quality Act (CEQA).

**Chair Belia Ramos opened the public hearing.**

**Deputy Director of Public Works Leigh Sharpe made presentation.**

**Discussion held.**

**Chair Belia Ramos closed the public hearing.**

<b>Motion Text:</b>	<b>Approve requested actions.</b>
<b>Voting Yes:</b>	<b>Gallagher, Gregory, Cottrell, Pedroza, and Ramos</b>
<b>Recusals:</b>	<b>None</b>
<b>Result:</b>	<b>Passed</b>
<b>Enactment No:</b>	<b>A-230350B; R-2023-40</b>

**B. SET MATTER 9:30 AM - Microbusiness COVID-19 Relief Grant****[23-0294](#)**

Solano-Napa Small Business Development Center representatives will provide an update regarding administration of the County's Microbusiness COVID-19 Relief Grant program.

**Assistant County Executive Officer Rebecca Craig made presentation.**

**Small Business Development Center Solano-Napa Director Tim Murrill made presentation.**

**Small Business Development Center Solano-Napa Lead Advisor Mike Basayne made presentation.**

**Discussion held.**

**14. LEGISLATIVE ITEMS**

**Supervisors Ryan Gregory and Anne Cottrell reported on attending the annual National Association of Counties (NACo) Legislative Conference held in Washington, DC from February 11 - 14, 2023. Some of Supervisor Gregory's highlights were meetings with the Federal Emergency Management Agency (FEMA) policy makers, Senator Alex Padilla, and Federal Communications Commission (FCC) Chairperson Jessica Rosenworcel. In addition to the FEMA meeting, some of Supervisor Cottrell's highlights were seeing the presence of the California State Association of Counties (CSAC) and the Rural County Representatives of California (RCRC) at the conference, and meeting with Housing and Urban Development (HUD).**

## 15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

**Supervisor Alfredo Pedroza reported on the following:**

**Attending the Napa County Farm Bureau Ag Day on March 9, 2023;**

**Attending the Napa Valley Vintners Wildfire Summit, also on March 9, 2023, that was also attended by Chair Belia Ramos; and**

**The Napa Valley Transportation Authority (NVTa) will be receiving \$3 million from the Metropolitan Transportation Commission (MTC) for the SR 29 - American Canyon Improvement Project and he complimented NVTa Executive Director Kate Miller on her efforts.**

**Supervisor Joelle Gallagher reported on attending the Bay Area Air Quality Management District (BAAQMD) meeting of March 1, 2023 where some topics of discussion were federal rebates and tax credits coming in 2024 for low-income residents to do retrofits, as well as the State's Equitable Building Decarbonization Program that will provide \$835 billion to eligible home owners and tenants for retrofits. At tomorrow's meeting, the BAAQMD will discuss rule changes that will affect future building in terms of gas furnaces and water heaters.**

**Supervisor Ryan Gregory reported on attending the CSAC meeting of March 2, 2023 where a main topic of discussion was their At Home initiative, which is a plan to address homelessness that has arisen from Governor Gavin Newsom's challenge to reduce homelessness using funds the State has provided. The plan will be further discussed at the next CSAC meeting on April 13, 2023, during the CSAC Legislative Conference, which will be a joint meeting with the League of California Cities.**

**Supervisor Anne Cottrell reported on attending an RCRC meeting on March 8, 2023 wherein a small group of counties with active Williamson Act contracts discussed meeting with the director of the State Department of Conservation to advocate for the State's continued support of the Williamson Act, of which Napa County is a good example of the success of the program.**

**Chair Belia Ramos reported in addition to the MTC and Association of Bay Area Governments (ABAG) overlap, she attended a City of American Canyon State of the City luncheon on March 7, 2023 wherein the report had one full page highlighting Napa County and specifically mentioned the Soscol Junction and jail replacement projects, and Supervisors Cottrell and Gallagher were introduced at the event.**

## 16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

**Supervisor Alfredo Pedroza requested a discussion of working with the Small Business Development Center on developing some type of program incentives.**

## 17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

**Interim County Executive Officer David Morrison reported the County Executive Office has hired a new Legislative Analyst, Andrew Mize, who will start employment on April 3, 2023 and comes from the Tennessee Attorney General's office.**

## 18. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [23-0398](#)

(Government Code section 54956.9(d)(1))

Name of case: In re: National Prescription Opiate Litigation

Case No.: U.S. District Court for the Northern District of Ohio, Case No.

1:17-md-2804

**Closed Session held. County Counsel Sheryl Bratton reported the following: By a 5-0 vote, the Board authorized the Interim CEO David Morrison to execute participation forms to opt into settlements with five drug manufacturers and retail pharmacies (CVS, Walgreens, Walmart, Teva, Allergan). These entities are among the defendants in consolidated nationwide opioid litigation, in which Napa County is a plaintiff. According to the allocation formula, Napa County stands to receive .352% of the litigating subdivision fund and .288% of the abatement fund, for a total of \$4,579,200 over the life of the agreements.**

## 19. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, MARCH 28, 2023 AT 9:00 A.M. IN MEMORY OF GINNY SIMMS, THE FIRST FEMALE ELECTED TO THE NAPA COUNTY BOARD OF SUPERVISORS.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



## Meeting Minutes

### Napa County Board of Supervisors

Joelle Gallagher, District 1  
Ryan Gregory, District 2  
Anne Cottrell, District 3  
Alfredo Pedroza, 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 Support Services Public Authority of Napa County, LakeBerryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.

[www.countyofnapa.org](http://www.countyofnapa.org)

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Tuesday, March 21, 2023

9:00 AM

**Gasser Foundation**  
**433 Soscol Avenue**  
**Suite A-120**  
**Napa, CA 94559**

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#### SPECIAL MEETING

1. CALL TO ORDER; ROLL CALL

**Present: Chair Belia Ramos, Supervisors Anne Cottrell, Joelle Gallagher, Ryan Gregory, and Alfredo Pedroza. The meeting was called to order by Chair Belia Ramos.**

2. PLEDGE OF ALLEGIANCE

**Chair Belia Ramos led the assembly in the Pledge of Allegiance.**

3. APPROVAL OF MINUTES

**None**

4. PRESENTATIONS AND COMMENDATIONS

**None**

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS

**None**

6. CONSENT ITEMS - SPECIAL DISTRICTS

**None**

## 7. CONSENT ITEMS

**None**

## 8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

**None**

## 9. PUBLIC COMMENT

**One (1) person spoke during public comment.**

## 10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

**None**

## 11. ADMINISTRATIVE ITEMS

County Executive Office

- A. The Interim County Executive Officer requests the Board conduct a Goal Setting Workshop. [23-0276](#)

**Discussion held.**

## 12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS

**None**

## 13. SET MATTERS OR PUBLIC HEARINGS

**None**

## 14. LEGISLATIVE ITEMS

**None**

## 15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

**None**

## 16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

**None**

## 17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

**None**

## 18. CLOSED SESSION

**None**

19. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING,  
TUESDAY, MARCH 28, 2023 AT 9:00 A.M.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0513

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**TO:** Board of Supervisors  
**FROM:** David Morrison - Interim County Executive Officer  
**REPORT BY:** Jesus Tijero - BOS Staff Assistant II  
**SUBJECT:** Proclamation for National Agricultural Month - March 2023

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### **RECOMMENDATION**

Presentation of a Proclamation to be received by Tracy Cleveland, Agricultural Commissioner/Sealer of Weights and Measures, recognizing March 2023 as “National Agricultural Month” in Napa County.

### **EXECUTIVE SUMMARY**

National Agricultural Month, celebrated each March, recognizes the vital role agriculture plays across the county and in our local communities. Napa County celebrates all the farmers, farmworkers, ranchers, and other agricultural workers who do so much to make our Nation strong, fuel our economy and steward our lands. The proclamation will be received by Napa County Agricultural Commissioner, Tracy Cleveland.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? No  
County Strategic Plan pillar addressed: Collaborative and Engaged 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.

### **BACKGROUND AND DISCUSSION**

National Agricultural Month, celebrated each March, recognizes the vital role agriculture plays across the county and in our local communities. Napa County celebrates all the farmers, farmworkers, ranchers, and other agricultural workers who do so much to make our Nation strong, fuel our economy and steward our lands. The proclamation will be received by Napa County Agricultural Commissioner, Tracy Cleveland.



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0518

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**TO:** Board of Supervisors  
**FROM:** County Executive Office  
**REPORT BY:** Leah Doyle-Stevens - Staff Aide, Board of Supervisors  
**SUBJECT:** Presentation of a Proclamation declaring April 2023 as "Sexual Assault Awareness Month" in Napa County

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### **RECOMMENDATION**

Presentation of a Proclamation to Tracy Lamb, Executive Director of NEWS Domestic Violence & Sexual Abuse Services, declaring April 2023, as "Sexual Assault Awareness Month" in Napa County.

### **EXECUTIVE SUMMARY**

With presentation of a proclamation declaring April 2023 "Sexual Assault Awareness Month", and with this year's national campaign, "Drawing Connections: Prevention Demands Equity," Napa County will increase public awareness about sexual violence prevention, educate the public about harmful attitudes and actions, and show support for survivors. The Proclamation calls on members of our community, organizations, and institutions to change ourselves and the systems we use, to build racial equity and respect.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? No  
County Strategic Plan pillar addressed: Healthy, Safe, and Welcoming Place to Live, Work, and Visit

### **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.

### **BACKGROUND AND DISCUSSION**

The National Sexual Violence Resource Center first launched the Sexual Assault Awareness Month campaign in 2001, and in 2009 the Obama Administration officially recognized April as National Sexual Assault Awareness Month, enshrining our Country's commitment to promoting education of sexual violence, promoting consent, ending victim-blaming, and showing support for victims and survivors. Sexual Assault Awareness Month is about promoting safety, respect and equality, and standing up and speaking out against harmful cultural norms and attitudes that allow sexual violence to persist.



# Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

## Sexual Assault Awareness Month– April 2023

**WHEREAS,** NEWS, Domestic Violence and Sexual Abuse Services is commemorating 41 years of service to survivors of domestic violence and sexual abuse in Napa County, and having opened as the county’s Rape Crisis Center in 2010 to provide safety to those experiencing sexual abuse; and

**WHEREAS,** in 2001 the National Sexual Violence Resource Center launched the first **Sexual Assault Awareness Month** campaign, and in 2009 the Obama Administration officially recognized April as National **Sexual Assault Awareness Month**, enshrining our Country’s commitment to promoting education of sexual violence, promoting consent, ending victim-blaming, and showing support for victims and survivors; and

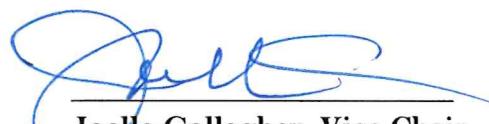
**WHEREAS,** **Sexual Assault Awareness Month** is about promoting safety, respect and equality, and standing up and speaking out against harmful cultural norms and attitudes that allow sexual violence to persist. This year’s national campaign of “Drawing Connections: Prevention Demands Equity” calls on all individuals, communities, organizations, and institutions to change ourselves and the systems surrounding us to build racial equity and respect; and

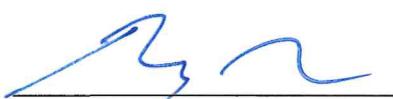
**WHEREAS,** rape, sexual assault, and sexual harassment harm our community. Statistics from the U.S. Center of Disease Control shows that over half of women and almost 1 in 3 men have experienced sexual violence involving physical contact during their lifetimes; and, that 1 in 4 women and about 1 in 26 men have experienced completed or attempted rape. Sexual violence disproportionately affects women, minors, and racial and ethnic minority groups who experience a higher incidence of sexual violence; and

**WHEREAS,** in Fiscal Year 2021/2022 NEWS provided services to over 1,700 of our Napa County community members—of which 232 were survivors of sexual abuse, and half of those were minors—including 24-hour response and crisis intervention, financial aid, and advocacy, accompaniment and assistance of civil and criminal justice proceedings, referrals, and support completing victim compensation applications. The NEWS Help Line received 3,197 calls for assistance.

**NOW, THEREFORE, BE IT PROCLAIMED,** that this Board of Supervisors, County of Napa, State of California, on this 28<sup>th</sup> day of March 2023 does hereby join NEWS, advocates, and communities across the country in taking action to prevent sexual violence. We do hereby proclaim **April 2023** as **Sexual Assault Awareness Month**, in Napa County, and we ask the community to join in their effort, not only in April, but all year long, to be part of the effort to end sexual violence.

  
Belia Ramos, Chair

  
Joelle Gallagher, Vice Chair

  
Ryan Gregory, District 2

  
Anne Cottrell, District 3

  
Alfredo Pedroza, District 4

NAPA COUNTY BOARD OF SUPERVISORS





# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0481

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**TO:** Members of the Governing Board  
**FROM:** Christopher Silke - District Engineer  
**REPORT BY:** Sarah Geiss - Staff Services Analyst  
**SUBJECT:** Sole Source Award to Kubota Membrane USA Corporation

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### **RECOMMENDATION**

Purchasing Agent and District Engineer request waiver of competitive bidding requirements and sole source award pursuant to Napa County Code 2.36.090 for the purchase of two (2) Membrane Cassettes from Kubota Membrane USA Corporation in Bothell, Washington, for the amount of \$68,440 plus applicable sales tax, for an estimated total of \$73,863.

### **EXECUTIVE SUMMARY**

The District's wastewater treatment plant has a single membrane biological reactor unit that processes all sanitary sewer collection flows for Berryessa Highlands residents. Process piping and structural supports integral to the MBR tank were fabricated by Ovivo, Inc. to accommodate Kubota Membrane USA cassettes. Membranes installed in conjunction with the 2013 USDA wastewater upgrades project have reached the end of their duty life cycle.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Org 5240500 Project 21071 Object 53360
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The membranes are essential in treating wastewater at the necessary capacity
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The District will be unable to treat the community's wastewater at the necessary capacity.

**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.

**BACKGROUND AND DISCUSSION**

On January 10, 2023, the Board of Directors approved appropriations of \$135,000 from the District's USDA depreciation reserve account into Project 21071 that addresses replacement of short-lived fixed assets at the District's Wastewater Treatment Plant (WWTP). A single Membrane Biological Reactor (MBR) unit was constructed on the WWTP grounds in 2013 to comply with Central Valley Regional Water Quality Board Waste Discharge Requirements effluent standards. A United States Department of Agriculture (USDA) loan funded the treatment facility upgrades as part of the large Design/Build project implemented to modernize process technology. Membranes have a typical life cycle of 10 years in wastewater applications. Performance of the original installation membranes has deteriorated in recent months. Ovivo, Inc. furnished the MBR packaged treatment system. Guide supports and small piping internal to the large MBR tank were designed and fabricated to hold two (2) membrane sheet cassette modules manufactured by Kubota Membrane USA. Sole source procurement approval is sought to replace both membrane cassettes. Total goods cost including sales tax and shipping is estimated at \$73,863.

# QUOTATION

KUBOTA Membrane USA Corporation  
 11807 North Creek Parkway S., Unit B-109  
 Bothell, WA 98011  
 Tel:425-898-2858, Fax: 425-898-2853

Date: **2/27/2023**  
 Quotation No. **KMUHK23-004**

<b>Messrs/Customer :</b>
Mr. Michael Lane California Rural Water Association Napa County

<b>Ship To:</b>
Napa Berryessa wastewater treatment plant 1465 Steele Canyon Road, Napa,CA 94559

Dear valued customer,  
 In compliance with your inquiry mentioned below, we are pleased to quote you as follows.

<b>Payment Terms:</b>
Due on receipt

<b>Trade Terms:</b>
DDP Napa CA

<b>Delivery Term:</b>	Estimated 16 weeks confirmed upon order
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<b>Valid through</b>	90 Days
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Item	Description	Qty	Unit Price	Currency	Amount
1	Membrane Cassette MRM200	2	31,900.00	USD	\$63,800.00
2	Freight	1	4,640.00	USD	\$4,640.00
3	Technical Service Onsite (2 days)		Included		
Product Warranty	1 Year		TOTAL PRICE (TAX EXCLUDED)		\$68,440.00

The entire content of this Quotation is governed by the General Terms & Conditions of Kubota Membrane USA Corporation and/or Kubota Corporation. Tax: Applicable Sales/Local tax may apply pending Exempt confirmation(TBD).Customers are responsible for all unloading.If a lift gate or pallet jack is required, please advise upon order and KMU may be able to provide for an added cost.

Issued by:   
 \_\_\_\_\_  
 Hiro Kuge  
 Technology & Regional Sales Manager

Date: 2/27/2023  
 \_\_\_\_\_

Authorized by:   
 \_\_\_\_\_  
 Diego Ayala  
 President

Date: 2/27/2023  
 \_\_\_\_\_

Customer Acceptance:	sign:
	name:

Customer PO	
Note:	

\* The quotation is presented with KMU's T&C. With customer's signature and/or with PO#, this form may serve as an order confirmation.



# Napa County

## Board Agenda Letter

Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0425

**TO:** Board of Supervisors  
**FROM:** Tracy Cleveland - Agricultural Commissioner/Sealer of Weights & Measures  
**REPORT BY:** Jaspreet Faller - Staff Services Analyst  
**SUBJECT:** Renewal of Revenue Agreement with California Department of Agriculture

### **RECOMMENDATION**

Agricultural Commissioner/Sealer of Weights and Measures requests approval of and authorization for the Chair to sign renewal of Revenue Agreement No. 170682B with the California Department of Food & Agriculture (CDFA) for a maximum of \$475,751 for reimbursement of expenditures associated with placing and inspecting traps for the detection of exotic pests.

### **EXECUTIVE SUMMARY**

Approval of the requested action will renew the County's revenue agreement with CDFA for reimbursement of services performed from July 1, 2022 through June 30, 2023 in support of the Statewide Detection Trapping Program. Services provided by the Agricultural Commissioner's office include placement, monitoring and inspection of insect traps.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Agricultural Commissioner
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	This is an annual agreement that has no fiscal impact past the stated
Consequences if not approved:	If this item is not approved, the County will not receive funding or include not being reimbursed for work already performed.
County Strategic Plan pillar addressed:	Vibrant and Sustainable Environment

Click or tap here to enter text.

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California

Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

**BACKGROUND AND DISCUSSION**

Agreement No. 170682B provides for reimbursement of costs associated with the performance of pest detection trapping in Napa County for Mediterranean, Oriental and Melon fruit flies, Spongy Moth, Japanese Beetle, sentinel grape moths, olive moth, additional Glassy-winged Sharpshooter (GWSS) traps in vineyards, Vine Mealy Bug (VMB), Spotted Lantern Fly (SLF) and Western Grapeleaf Skeletonizer. This agreement allocates \$475,751 to perform program activities (e.g. identification of suitable insect trap locations, subsequent placement and inspection of insect traps, and related record keeping) as required. The activities performed in the fulfillment of this agreement are foundational and critically important to preventing the introduction and establishment of invasive insect pests within the County, which have the potential to negatively impact agricultural crops, home gardens and native habitats.

This agreement is coming late to the Board due to delays in Federal funding.

State of California, Department of Food and Agriculture  
AGREEMENT  
GAU-03 (Rev.12/2022)

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
<b>22-1719-000-SG</b>

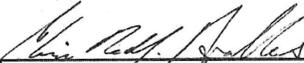
- This Agreement is entered into between the State Agency and the Recipient named below:  
STATE AGENCY'S NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**  
RECIPIENT'S NAME  
**COUNTY OF NAPA**
- The Agreement Term is: July 1, 2022 through June 30, 2023
- The maximum amount of this Agreement is: \$475,750.74
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)

Attachments: Scope of Work and Budget

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**RECIPIENT**

RECIPIENT'S NAME (Organization's Name) <b>COUNTY OF NAPA</b>	Approved as to Form: 	March 3, 2023 Doc. No. 87691
BY (Authorized Signature) 	DATE SIGNED	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS  
1710 Soscol Avenue, Suite 3, Napa, CA 94559-1315

**STATE OF CALIFORNIA**

AGENCY NAME <b>CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)</b>	DATE SIGNED
BY (Authorized Signature) 	

PRINTED NAME AND TITLE OF PERSON SIGNING

ANNABELE CUTAJAR, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

## EXHIBIT A

## RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
County will perform exotic pest detection trapping to prevent the introduction and spread of an injurious insect that would threaten the economic importance of the agriculture food supply grown in California.

Project Title: Detection Trapping

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Joanna Fisher	Name:	Tracy Cleveland
Division/Branch:	Plant Health / Pest Detection, Emergency Projects	Organization:	County of Napa
Address:	1220 N Street	Address:	1710 Soscol Avenue, Suite 3
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Napa, CA 94559-1315
Phone:	916-202-0879	Phone:	707-253-4357
Email Address:	joanna.fisher@cdfa.ca.gov	Email Address:	agcommissioner@countyofnapa.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rudy Martinez	Name:	Jaspreet Faller
Division/Branch:	Plant Health / Pest Detection, Emergency Projects	Organization:	County of Napa
Address:	1220 N Street	Address:	1710 Soscol Ave., Ste. 3
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Napa, CA 94559
Phone:	916-584-4082	Phone:	(707) 253-4357
Email Address:	rudy.martinez@cdfa.ca.gov	Email Address:	jaspreet.faller@Countyofnapa.org

<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

**4. RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  does  does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

**EXHIBIT B****GENERAL TERMS AND CONDITIONS****1. Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

**2. Agreement Execution**

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

**3. Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

**4. Governing Law**

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

**5. State and Federal Law**

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

**6. Recipient Commitments**

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

**7. Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

**8. Mutual Liability**

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

**9. Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

## 10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

## 11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

## 12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

## 13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

## 14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

### 15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

### 16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

### 17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov).

California Department of Food and Agriculture  
 Legal Office of Hearing and Appeals  
 1220 N Street  
 Sacramento, CA 95814

### 18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

**19. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

**20. News Releases/Public Conferences**

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

**21. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

**22. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

**23. California State Auditor**

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

**24. Equipment**

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

**25. Closeout**

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

**26. Confidential and Public Records**

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the

information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

## **27. Amendments**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

## **28. Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**EXHIBIT C****PAYMENT AND BUDGET PROVISIONS****1. Invoicing and Payment**

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

**2. Allowable Expenses and Fiscal Documentation**

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

**4. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

## SCOPE OF WORK

### AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

Fiscal Year 2022 – 2023

**Effective Agreement Period: July 1, 2022 through June 30, 2023**

**Pest Detection County Agreement Attachments Index:**

1. Attachment A - Financial Plans
2. Attachment B – Pest Detection Trapping Guidelines
3. Attachment C – Commitment Form 60-221
4. Attachment D – Quality Control Plant Protocols
5. Attachment E – PEIR Management Practices and Mitigation Measures for Trapping
6. Attachment F – Tiering Strategy Checklist
7. Attachment G – Budget and Survey Quick Guide
8. Attachment H – Invoice Template

**I. The California Department of Food and Agriculture (CDFA) shall:**

- A. Provide the attachments for the financial plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.
- B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.
- C. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- D. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).
- E. Provide county trappers with trapping guidelines.
  - Provide the Insect Trapping Guide (ITG) at: [www.cdfa.ca.gov/go/ITG](http://www.cdfa.ca.gov/go/ITG).
  - Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.
  - For additional activity guidelines, see: <https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2022Final.pdf>
- F. Provide annual training programs for county trapping supervisors and trappers as needed.

- G. Provide quality control (QC) of the county trapping program via inspections and QC plants. The CDFA will use the current county Quality Control Planting (QCP) protocol (Attachment D) to conduct inspections on county trapping programs. The QCP protocol is also available from the CDFA District Entomologist.
- H. Provide as a contractual obligation for the disposal of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.
- I. Provide training on management practices as they relate to the CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.
- J. Provide training in the use of CalTrap.
- K. Provide reimbursement for CalTrap data conversion, iPads and accessories, data plans, and insurance.
- L. Provide reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.
- M. Provide guidance and clarification on the use of Report 1 from the online County Monthly Reporting (CMR) system.

**II. The County Agricultural Commissioner shall:**

- A. Complete and submit financial plans (Attachment A), Commitment Form 60-221 (Attachment C), and Tiering Strategy Checklist (Attachment F), following the CDFA form instructions.
- B. Ensure the full county costs of the programs are provided on the financial plans. This is 100% of the county costs to complete the requested activities of this agreement. Please note that the full county costs will not necessarily be fully reimbursable by the CDFA. The total reimbursable cost by the CDFA is notated on the financial plans when submitted for execution. This information will also be provided to the counties for their records.
- C. Hire and train county personnel as needed.
- D. Provide and maintain county trapping vehicles.
- E. Ensure that county supervisors and trapping personnel attend training provided by the CDFA District Entomologists.
- F. Ensure that all trapping activities conform to the current version of the ITG.

1. Ensure that a copy of the current version of the ITG is kept in each county trapper's vehicle for reference.
  2. Should there be a discrepancy between the Scope of Work or the enclosed Pest Detection Trapping Guidelines (Attachment B) and the ITG, the Scope of Work and Pest Detection Trapping Guidelines must supersede the ITG.
- G. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form 60-221 (Attachment C).
- H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting, and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, referenced here <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and GIS layers, and contacts for assistance.
1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number “1” OF trap within that quint.
  2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.
    - a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
    - b. Jackson trap insert – full trap number, placement date, and trapper's initials on non-sticky side.
    - c. Delta trap – full trap number, servicing and rebaiting dates, and trapper's initials on outside.
    - d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.
    - e. ChamP™ trap – full trap number, servicing dates, and trapper's initials on the top fold.
    - f. Yellow panel trap – full trap number, placement date, and trapper's initials on white backside when placing; note servicing dates on outside non-sticky margins.
    - g. McPhail trap – full trap number and servicing dates on calendar card.

Pest Detection County Agreement Scope of Work  
 Agreement Period July 1, 2022 – June 30, 2023

- I. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and SM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.
- J. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the CDFA District Entomologist and sent to the Plant Pest Diagnostic Center (PPDC) in Sacramento with an accompanying Pest and Damage Record (PDR). The PPDC is located at:
 

CDFA – Plant Pest Diagnostic Center  
 3294 Meadowview Road  
 Sacramento, CA 95832
- K. Ensure that all county commitment traps are placed, serviced, maintained, and removed following the state trapping guides and that all data collected from these traps also follows the state trapping guides.
- L. Ensure that all activities are performed following the CDFA's management practices and any necessary mitigation measures as required and consistent with the CDFA's PEIR Management Practices and Mitigation Measures (Attachment E). A summarized list of pertinent practices and measures is attached. Complete the Tiering Strategy Checklist (Attachment F) prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The checklist, descriptions of the CDFA's management practices, and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at [http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3\\_Appendices\\_B-G.pdf](http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf)), Mitigation Reporting Program at [http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4\\_Appendices\\_H-P.pdf](http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf), and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. Complete the enclosed Tiering Strategy checklist templates for trapping for the core program by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the County dates and signs a copy of each Tiering Strategy Checklist and sends that copy to the Invoice Team at [cdfa.phpps\\_pdepb\\_county\\_invoices@cdfa.ca.gov](mailto:cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov).
- M. Maintain a Daily Trapping Summary (DTS) Form 60-210 for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file by the county for the CDFA Audits Office for three years. This form is available from the District Entomologist.

- N. Complete a monthly Report 1 through the online CMR, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as “removed” and then “added.” The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at:  
<http://phpps.cdfa.ca.gov/countyReports/ReportOne.aspx>.
- O. Provide one set of trapping records for all traps. This set must be in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- P. Attend trainings on the use of the CDFA's CalTrap system. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap system (login information will be provided upon confirmation that the county will be performing the data conversion); or 2) Bulk upload – enter data into an Excel spreadsheet; or 3) the CDFA will enter the data. Reference the CalTrap website at [www.caltrap-info.com](http://www.caltrap-info.com) for additional information about the project.
- a. Participate in implementation of CalTrap when it becomes operational for your county. Counties that have completed the data conversion should plan for using CalTrap in Fiscal Year 2022-2023.
- Q. Maintain an inventory of known host sites either in the trap book or electronic records. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- R. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.
- S. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- T. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at [cdfa.phpps\\_pdepb\\_county\\_invoices@cdfa.ca.gov](mailto:cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov). The counties must use the provided invoice.
1. Submit monthly invoices 30 days after the last date the work was completed.

2. Reimbursement of the monthly invoice will not occur unless the Report 1 is completed and submitted.
3. All invoice charges for reimbursement must match expenses listed on the executed county Financial Plans. All expenses listed on a monthly invoice, must be itemized, and kept for three years in county records in the event of an audit (federal or state). Any expense that is not listed in the Financial Plan is considered unauthorized and will not be reimbursed by the CDFA. A Budget and Survey Quick Guide (Attachment G) shows the total reimbursement cost CDFA must pay. Any cost over CDFA's reimbursable cost will not be paid. The Budget and Survey Quick Guide (Attachment G) can be used to assist in monthly invoicing.
4. The Invoice Template provided with the county cooperative agreement must be used and must contain the following:
  - i. County name
  - ii. Remit to address
  - iii. Date of submittal
  - iv. Invoice number
  - v. Agreement name
  - vi. Agreement number
  - vii. Billing period
  - viii. If revised, date revised invoice was submitted
  - ix. The number of hours worked claimed on the invoice must match those documented on the Report 1.
  - x. Invoices file names must follow the standard naming convention detailed below:

County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2022=22), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

Example: TulareJUN22PD20-1034-000-SF

5. Invoice amendments should be named using the same invoice naming convention, with the incorporation of 'REV' at the end. Amendments include invoice revisions due to adding/removing funds, adjusting any information in the invoice.

Example: TulareJUN22PD20-1034-000-SF REV

6. All invoices, including invoice amendments, must be received within 120 days following the expiration date of the agreement. Invoices received more than 120 days after expiration of the agreement will not be paid.

7. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low-resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch. The invoice will be returned to the county for an updated invoice.
8. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of the invoice.
9. Please note that the CDFA cannot reimburse for more than the total executed agreement amount. If funds have been exhausted, it is recommended to continue sending monthly invoices as this can be useful information for future county budget needs and cost allocations.

California Department of Food and Agriculture  
 Pest Detection County Agreements  
 Core Fruit Fly Financial Plan  
 FY 2022/2023  
 July 1, 2022 - June 30, 2023  
 Napa County

Attachment A

<b>A. Personnel Services - Fruit Fly (FF)</b>				
				<b>Billable Hours</b>
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>				1150.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				512.00
<b>Total Hours:</b>				<b>1662.00</b>
<b>Subtotal Personnel Cost:</b>				<b>\$83,529.50</b>
<b>Overhead: 25%</b>				<b>\$20,882.38</b>
<b>Total Personnel Cost:</b>				<b>\$104,411.88</b>
<b>B. Supplies</b> <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i>				
Office Supplies				\$250.00
Trapping Supplies (Extending poles, hooks, etc)				\$300.00
Trapping Equipment (McPhail Tank, Storage Toolboxes, Battery for Pump, Pump, etc)				\$1,750.00
<b>Total Operating Expense Cost:</b>				<b>\$2,300.00</b>
<b>D. Other Items of Expense</b> <i>(Communications, IT Services, Subcontractor, etc.)</i>				
				\$0.00
<b>Total Operating Expense Cost:</b>				<b>\$0.00</b>
<b>E. Mileage</b>				
	<b># of Vehicles</b>	<b>Est. Miles</b>	<b>Mileage Rates *</b>	<b>Total Mileage Cost</b>
County Vehicles	6.0	2,000.0	0.625	\$7,500.00
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	12.0	1,000.0	0.285	\$3,420.00
<b>Total Mileage Cost:</b>				<b>\$10,920.00</b>

<b>**Total FF "Actual" Cost:</b>	<b>\$117,632.00</b>
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<b>***Total Agreement Amount CDFA will reimburse for Core "FF":</b>	<b>\$105,206.73</b>
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\* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

\*\* "Total FF 'Actual' Cost" is the full cost the county requests to fully fund their FF activities.

\*\*\* "Total Agreement Amount CDFA will reimburse for Core FF" is the total cost CDFA will reimburse the counties for their CORE activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Core Fruit Fly Personnel Work Sheet  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Napa County

<b>Personnel Costs - Fruit Fly (FF)</b>					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Ag Standards Service Worker I/II Extra Help	\$31.51	\$3.75	\$35.26	750.00	\$26,445.00
Ag Standards Service Worker II Permanent	\$36.91	\$22.14	\$59.05	400.00	\$23,620.00
<b>* Detection Total:</b>				<b>1,150.00</b>	<b>\$50,065.00</b>
<b>THWS</b>				<b>1,150.08</b>	
<b>Non-Detection Positions</b>					
Ag/Standards Service Worker I/II - Extra Help	\$31.51	\$3.75	\$35.26	150.00	\$5,289.00
Ag/Standards Service Worker II - Permanent	\$36.91	\$22.14	\$59.05	32.00	\$1,889.60
Ag/W&M Inspector I-III	\$49.29	\$24.64	\$73.93	80.00	\$5,914.40
Ag/W&M Inspector IV	\$53.19	\$26.60	\$79.79	150.00	\$11,968.50
Deputy Ag Commissioner	\$60.02	\$24.01	\$84.03	100.00	\$8,403.00
<b>Non-Detection Total:</b>				<b>512.00</b>	<b>\$33,464.50</b>
<b>Total FF Personnel Cost:</b>					<b>\$83,529.50</b>

\* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Core Spongy Moth Financial Plan  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Napa County

Attachment A

<b>A. Personnel Services - Spongy Moth (SM)</b>				
				Billable Hours
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>				160.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				84.00
<b>Total Hours:</b>				<b>244.00</b>
<b>Subtotal Personnel Cost:</b>				<b>\$12,923.58</b>
<b>Overhead: 25%</b>				<b>\$3,230.90</b>
<b>Total Personnel Cost:</b>				<b>\$16,154.48</b>
<b>B. Supplies</b> <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i>				
Office Supplies				\$25.00
<b>Total Operating Expense Cost:</b>				<b>\$25.00</b>
<b>D. Other Items of Expense</b> <i>(Communications, IT Services, Subcontractor, etc.)</i>				
				\$0.00
<b>Total Operating Expense Cost:</b>				<b>\$0.00</b>
<b>E. Mileage</b>				
	# of Vehicles	Est. Miles	Mileage Rates *	Total Mileage Cost
County Vehicles	5.0	200.0	0.625	\$625.00
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	12.0	140.0	0.285	\$478.80
<b>Total Mileage Cost:</b>				<b>\$1,103.80</b>

<b>**Total SM "Actual" Cost:</b>	<b>\$17,283.28</b>
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<b>***Total Agreement Amount CDFA will reimburse for Core "SM":</b>	<b>\$15,457.68</b>
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\* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

\*\* "Total SM 'Actual' Cost" is the full cost the county requests to fully fund their SM activities.

\*\*\* "Total Agreement Amount CDFA will reimburse for Core SM" is the total cost CDFA will reimburse the counties for their CORE activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Core Spongy Moth Personnel Work Sheet  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Napa County

<b>Personnel Costs - Spongy Moth (SM)</b>					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Ag Standards Service Worker I/II Extra Help	\$31.51	\$3.75	\$35.26	120.00	\$4,231.20
Ag Standards Service Worker II Permanent	\$36.91	\$22.14	\$59.05	40.00	\$2,362.00
<b>* Detection Total:</b>				<b>160.00</b>	<b>\$6,593.20</b>
<b>THWS</b>				<b>160.37</b>	
<b>Non-Detection Positions</b>					
Ag/Standards Service Worker I/II - Extra Help	\$31.51	\$3.75	\$35.26	8.00	\$282.08
Ag/Standards Service Worker II - Permanent	\$36.91	\$22.14	\$59.05	1.00	\$59.05
Ag/W&M Inspector I-III	\$49.29	\$24.64	\$73.93	10.00	\$739.30
Ag/W&M Inspector IV	\$53.19	\$26.60	\$79.79	50.00	\$3,989.50
Deputy Ag Commissioner	\$60.02	\$24.01	\$84.03	15.00	\$1,260.45
<b>Non-Detection Total:</b>				<b>84.00</b>	<b>\$6,330.38</b>
<b>Total SM Personnel Cost:</b>					<b>\$12,923.58</b>

\* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

California Department of Food and Agriculture  
 Pest Detection County Agreements  
 Core Japanese Beetle Financial Plan  
 FY 2022/2023  
 July 1, 2022 - June 30, 2023  
Napa County

Attachment A

<b>A. Personnel Services - Japanese Beetle (JB)</b>				
				Billable Hours
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>				100.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				72.00
<b>Total Hours:</b>				<b>172.00</b>
<b>Subtotal Personnel Cost:</b>				<b>\$9,651.16</b>
<b>Overhead: 25%</b>				<b>\$2,412.79</b>
<b>Total Personnel Cost:</b>				<b>\$12,063.95</b>
<b>B. Supplies</b> <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i>				
Office Supplies				\$25.00
Trapping Supplies				\$75.00
<b>Total Operating Expense Cost:</b>				<b>\$100.00</b>
<b>D. Other Items of Expense</b> <i>(Communications, IT Services, Subcontractor, etc.)</i>				
				\$0.00
<b>Total Operating Expense Cost:</b>				<b>\$0.00</b>
<b>E. Mileage</b>				
	# of Vehicles	Est. Miles	Mileage Rates *	Total Mileage Cost
County Vehicles	5.0	150.0	0.625	\$468.75
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
<b>Total Mileage Cost:</b>				<b>\$468.75</b>

<b>**Total JB "Actual" Cost:</b>	<b>\$12,633.00</b>
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<b>***Total Agreement Amount CDFA will reimburse for Core "JB":</b>	<b>\$11,298.60</b>
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\* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

\*\* "Total SM 'Actual' Cost" is the full cost the county requests to fully fund their SM activities.

\*\*\* "Total Agreement Amount CDFA will reimburse for Core SM" is the total cost CDFA will reimburse the counties for their CORE activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Core Japanese Beetle Personnel Work Sheet  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Napa County

Personnel Costs - Japanese Beetle (JB)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Ag Standards Service Worker I/II Extra Help	\$31.51	\$3.75	\$35.26	70.00	\$2,468.20
Ag Standards Service Worker II Permanent	\$36.91	\$22.14	\$59.05	30.00	\$1,771.50
<b>* Detection Total:</b>				<b>100.00</b>	<b>\$4,239.70</b>
				<b>THWS</b>	<b>100.35</b>
<b>Non-Detection Positions</b>					
Ag/Standards Service Worker I/II - Extra Help	\$31.51	\$3.75	\$35.26	6.00	\$211.56
Ag/Standards Service Worker II - Permanent	\$36.91	\$22.14	\$59.05	1.00	\$59.05
Ag/W&M Inspector I-III	\$49.29	\$24.64	\$73.93	15.00	\$1,108.95
Ag/W&M Inspector IV	\$53.19	\$26.60	\$79.79	40.00	\$3,191.60
Deputy Ag Commissioner	\$60.02	\$24.01	\$84.03	10.00	\$840.30
<b>Non-Detection Total:</b>				<b>72.00</b>	<b>\$5,411.46</b>
<b>Total JB Personnel Cost:</b>					<b>\$9,651.16</b>

\* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

State of California  
 Pest Detection County Agreements  
 Trapping Hours/Year Worksheet

County: NAPA  
 Fiscal Year: 2022-2023

TRAPPING HOURS/YEAR WORKSHEET

TRAPPING SEASON for CORE PROGRAM

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Serv/Year
MF					2.17	2.17	2.17	2.17	2.17	2.17			13
MP					4.33	4.33	4.33	4.33	4.33	4.33			26
OF					2.17	2.17	2.17	2.17	2.17	2.17			13
ML						2.17	2.17	2.17	2.17	2.17			10.8
CP garden													
CP rural					1	1	1	1	1	1			6.0
CP rural res.													
SM						2.17	2.17	2.17	2.17				8.7
JB	4.33				2.17	2.17	2.17	2.17	1.00				8.7
	weekly servicings				2.17	biweekly servicings			1.00	monthly servicings			

Trap Type	# of traps	x	serv/year	=	serv/year/trap
MF	390	x	13.00	=	5,070.00
MP	70	x	26.00	=	1,820.00
OF	70	x	13.00	=	910.00
ML	70	x	10.83	=	758.33
CP garden	0	x	0.00	=	0.00
CP rural	60	x	6.00	=	360.00
CP rural res.	0	x	0.00	=	0.00
SM	90	x	8.67	=	780.00
JB	80	x	8.67	=	693.33
Total:					10,391.67

	Servicings/year/ trap		Avg traps serve/hr	=	Hours/year	x1.1(10%)	Hours/year plus 10%
FF TOTAL:	8,918.33	÷	8.53	=	1,045.53	x1.1(10%)	1,150.08
	(A)		(B)		(C)		(D)
SM TOTAL:	780.00	÷	5.35	=	145.79	x1.1(10%)	160.37
	(A)		(B)		(C)		(D)
JB TOTAL:	693.33	÷	7.60	=	91.23	x1.1(10%)	100.35
	(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.  
 C = Hours/year - calculated electronically.  
 D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

California Department of Food and Agriculture  
Pest Detection County Agreements  
CalTrap Financial Plan  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Napa County

FY 2022-2023 CalTrap Financial Plan			
<b>A. Personnel Services</b>			
			Billable Hours
Training			
Personnel Training Hours			184.00
Data Conversion Hours			0
Personnel Data Conversion Hours (if not billing for manual or bulk entry)			0.00
		Total Hours:	184.00
		Subtotal Personnel Cost:	\$8,706.60
		Overhead: 25%	\$2,176.65
		Total Personnel Cost:	\$10,883.25
<b>B. Data Conversion Costs (if not Billing Personnel Hours)</b>			
	NO. OF SITES	COST PER SITE	COST
Data Conversion Manual Entry	0	\$1.40000	\$0.00
Data Conversion Bulk Upload	0	\$0.6323	\$0.00
		Total Data Conversion Cost:	\$0.00
<b>C. Other Items of Expenses</b>			
	NO. OF ITEMS	COST PER ITEM	COST
Additional iPad(s)	0	\$0.00	\$0.00
Additional iPad Accessories	5	\$100.00	\$500.00
	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES
Data Plan	\$40.00	12	20
Insurance/Warranty (Optional)	\$0.00	0	0
			COST
			\$9,600.00
			\$0.00
		Total Operating Expense Cost:	\$10,100.00

<b>*Total CalTrap Cost:</b>	<b>\$20,983.25</b>
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<b>**Total Agreement Amount CDFA will reimburse for CalTrap:</b>	<b>\$20,983.25</b>
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\* "Total CalTrap 'Actual' Cost" is the full cost the county requests to fully fund their CalTrap activities.

\*\* "Total Agreement Amount CDFA will reimburse for CalTrap" is the total cost CDFA will reimburse the counties for their CalTrap activities. CDFA cannot reimburse more than the total amount listed here.

\*COMMENT: Staff time spent receiving training, providing training, attending meetings, conference calls related to CalTrap training. Time allocated for data entry and data conversion if not billed by site or bulk upload.

California Department of Food and Agriculture  
 Pest Detection County Agreements  
 CalTrap Personnel Work Sheet  
 FY 2022/2023  
 July 1, 2022 - June 30, 2023  
Napa County

Personnel Training and Personnel Data Conversion Costs					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Training Positions *</b>					
Ag/Standards Service Worker I/II Extra Help	\$29.83	\$2.98	\$32.81	120.00	\$3,937.20
Ag/Standards Service Worker I/II Permanent	\$35.48	\$21.29	\$56.77	8.00	\$454.16
Ag Biologist/Inspector I/II/III	\$47.63	\$23.81	\$71.44	16.00	\$1,143.04
Ag Biologist IV	\$51.46	\$25.73	\$77.19	20.00	\$1,543.80
Deputy Ag Commissioner	\$58.16	\$23.26	\$81.42	20.00	\$1,628.40
<b>Training Total:</b>				<b>184</b>	<b>\$8,706.60</b>
<b>Converting Data to CalTrap Positions **</b>					
	\$0.00	\$0.00	\$0.00	0.00	\$0.00
<b>Data Conversion Total:</b>				<b>0</b>	<b>\$0.00</b>
<b>Total Personnel Cost:</b>					<b>\$8,706.60</b>

**COMMENTS:** Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Additional Glassy Wing Sharpshooter Vineyard Protection (GSV) Financial Plan  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Napa County

<b>A. Personnel Services - Additional Glassy Wing Sharpshooter Vineyard Protection (GSV)</b>				
				<b>Billable Hours</b>
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>				594.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				103.00
<b>Total Hours:</b>				<b>697.00</b>
<b>Subtotal Personnel Cost:</b>				<b>\$29,256.37</b>
<b>Overhead: 25%</b>				<b>\$7,314.09</b>
<b>Total Personnel Cost:</b>				<b>\$36,570.46</b>
<b>B. Supplies</b> <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i>				
Trapping Supplies				\$0.00
Office & Safety Supplies				\$0.00
Trapper Supplies				\$0.00
<b>Total Operating Expense Cost:</b>				<b>\$0.00</b>
<b>D. Other Items of Expense</b> <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Rental Space				\$3,150.00
ITS Charges				\$1,955.00
**rental vehicle cost below include fuel charges**				\$0.00
<b>Total Operating Expense Cost:</b>				<b>\$5,105.00</b>
<b>E. Mileage</b>				
	# of Vehicles	Est. Miles	Mileage Rates *	Total Mileage Cost
County Vehicles	3.0	245.0	0.625	\$459.38
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	12.0	460.0	0.285	\$1,573.20
<b>Total Mileage Cost:</b>				<b>\$2,032.58</b>

<b>**Total Additional GWSS Cost:</b>	<b>\$43,708.04</b>
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<b>***Total Agreement Amount CDFA will reimburse for Additional GWSS Surveys:</b>	<b>\$43,708.04</b>
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\* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

\*\* "Total Additional GWSS Cost" is the full cost the county requests to fully fund their Additional GWSS activities.

\*\*\* "Total Agreement Amount CDFA will reimburse for Additional GWSS" is the total cost CDFA will reimburse the counties for their Additional activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture  
 Pest Detection County Agreements  
 Additional Glassy Wing Sharpshooter Vineyard (GSV) Personnel Work Sheet  
 FY 2022/2023  
 July 1, 2022 - June 30, 2023  
Napa County

Attachment A

<b>Personnel Costs - Additional Glassy Wing Sharpshooter Vineyard Protection (GSV)</b>					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Ag/Standards Service Worker I/II Extra Help	\$31.15	\$3.75	\$34.90	588.00	\$20,521.20
Ag/Standards Service Worker II - Permanent	\$36.91	\$22.14	\$59.05	6.00	\$354.30
<b>* Detection Total:</b>				<b>594.00</b>	<b>\$20,875.50</b>
<b>THWS</b>				<b>973.78</b>	
<b>Non-Detection Positions</b>					
Ag/W&M Inspector I-III	\$49.29	\$24.64	\$73.93	7.00	\$517.51
Ag/W&M Inspector IV	\$53.19	\$26.60	\$79.79	48.00	\$3,829.92
Deputy Ag Commissioner	\$60.02	\$24.01	\$84.03	48.00	\$4,033.44
<b>Non-Detection Total:</b>				<b>103.00</b>	<b>\$8,380.87</b>
<b>Total Additional GWSS Personnel Cost:</b>					<b>\$29,256.37</b>

\* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Additional Vine Mealy Bug Financial Plan  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Napa County

<b>A. Personnel Services - Additional Vine Mealy Bug</b>				
				<b>Billable Hours</b>
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>				613.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				142.00
<b>Total Hours:</b>				<b>755.00</b>
<b>Subtotal Personnel Cost:</b>				<b>\$33,101.10</b>
<b>Overhead: 25%</b>				<b>\$8,275.28</b>
<b>Total Personnel Cost:</b>				<b>\$41,376.38</b>
<b>B. Supplies <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i></b>				
Traps, Pheromone Septums, Shipping, Flagging Tape				\$9,450.00
Office Supplies (sharpies, baggies, labels, etc.)				\$100.00
Trapper/Safety Supplies				\$50.00
<b>Total Operating Expense Cost:</b>				<b>\$9,600.00</b>
<b>D. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i></b>				
Rental Space				\$6,500.00
ITS Charges				\$4,000.00
Rental vehicle cost below include fuel charges				\$0.00
<b>Total Operating Expense Cost:</b>				<b>\$10,500.00</b>
<b>E. Mileage</b>				
	<b># of Vehicles</b>	<b>Est. Miles</b>	<b>Mileage Rates *</b>	<b>Total Mileage Cost</b>
County Vehicles	5.0	620.0	0.625	\$1,937.50
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	12.0	325.0	0.285	\$1,111.50
<b>Total Mileage Cost:</b>				<b>\$3,049.00</b>

<b>**Total Additional VMB Cost:</b>	<b>\$64,525.38</b>
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<b>***Total Agreement Amount CDFA will reimburse for Additional VMB Surveys:</b>	<b>\$64,525.38</b>
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\* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

\*\* "Total Additional VMB Cost" is the full cost the county requests to fully fund their Additional VMB activities.

\*\*\* "Total Agreement Amount CDFA will reimburse for Additional VMB" is the total cost CDFA will reimburse the counties for their Additional activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture  
 Pest Detection County Agreements  
 Additional Vine Mealy Bug Personnel Work Sheet  
 FY 2022/2023  
 July 1, 2022 - June 30, 2023  
Napa County

Attachment A

<b>Personnel Costs - Additional Vine Mealy Bug</b>					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Ag/Standards Service Worker I/II Extra Help	\$31.15	\$3.75	\$34.90	589.00	\$20,556.10
Ag/Standards Service Worker I/II Permanent	\$36.91	\$22.14	\$59.05	24.00	\$1,417.20
<b>* Detection Total:</b>				<b>613.00</b>	<b>\$21,973.30</b>
<b>THWS</b>				<b>612.90</b>	
Ag/Standards Service Worker I/II Extra Help	\$31.15	\$3.75	\$34.90	2.00	\$69.80
Ag/Standards Service Worker I/II Permanent	\$36.91	\$22.14	\$59.05	10.00	\$590.50
Ag/W&M Inspector I-III	\$49.29	\$24.64	\$73.93	20.00	\$1,478.60
Ag/W&M Inspector IV	\$53.19	\$26.60	\$79.79	60.00	\$4,787.40
Deputy Ag Commissioner	\$60.02	\$24.01	\$84.03	50.00	\$4,201.50
<b>Non-Detection Total:</b>				<b>142.00</b>	<b>\$11,127.80</b>
<b>Total Additional VMB Personnel Cost:</b>					<b>\$33,101.10</b>

\* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Additional Sentinel Financial Plan  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Napa County

<b>A. Personnel Services - Additional Sentinel</b>				
	<b>Billable Hours</b>			
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>	1552.00			
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>	262.00			
	<b>Total Hours:</b>			1814.00
	<b>Subtotal Personnel Cost:</b>			\$75,150.46
	<b>Overhead: 25%</b>			\$18,787.62
	<b>Total Personnel Cost:</b>			\$93,938.08
<b>B. Supplies</b> <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i>				
Trapping Supplies	\$7,900.00			
Office, Safety, Trapper Care Supplies	\$600.00			
	<b>Total Operating Expense Cost:</b>			\$8,500.00
<b>D. Other Items of Expense</b> <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Rental Space	\$13,000.00			
ITS Charges	\$7,500.00			
Rental vehicle cost below include fuel charges	\$0.00			
	<b>Total Operating Expense Cost:</b>			\$20,500.00
<b>E. Mileage</b>				
	<b># of Vehicles</b>	<b>Est. Miles</b>	<b>Mileage Rates *</b>	<b>Total Mileage Cost</b>
County Vehicles	3.0	1,250.0	0.625	\$2,343.75
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	12.0	1,600.0	0.285	\$5,472.00
	<b>Total Mileage Cost:</b>			\$7,815.75

<b>**Total Additional Sentinel Cost:</b>	<b>\$130,754.00</b>
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<b>***Total Agreement Amount CDFA will reimburse for Additional Sentinel Surveys:</b>	<b>\$130,754.00</b>
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\* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

\*\* "Total Additional Sentinel Cost" is the full cost the county requests to fully fund their Additional Sentinel activities.

\*\*\* "Total Agreement Amount CDFA will reimburse for Additional Sentinel" is the total cost CDFA will reimburse the counties for their Additional activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture  
 Pest Detection County Agreements  
 Additional Sentinel Personnel Work Sheet  
 FY 2022/2023  
 July 1, 2022 - June 30, 2023  
Napa County

Attachment A

Personnel Costs - Additional Sentinel					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Ag/Standards Service Worker I/II Extra Help	\$31.15	\$3.75	\$34.90	1,502.00	\$52,419.80
Ag/Standards Service Worker II Permanent	\$36.91	\$22.14	\$59.05	50.00	\$2,952.50
<b>* Detection Total:</b>				<b>1,552.00</b>	<b>\$55,372.30</b>
THWS				1,552.31	
<b>Non-Detection Positions</b>					
Ag/Standards Service Worker I/II Extra Help	\$31.15	\$3.75	\$34.90	10.00	\$349.00
Ag/Standards Service Worker II Permanent	\$36.91	\$22.14	\$59.05	40.00	\$2,362.00
Ag/W&M Inspector I-III	\$49.29	\$24.64	\$73.93	32.00	\$2,365.76
Ag/W&M Inspector IV	\$53.19	\$26.60	\$79.79	100.00	\$7,979.00
Deputy Ag Commissioner	\$60.02	\$24.01	\$84.03	80.00	\$6,722.40
<b>Non-Detection Total:</b>				<b>262.00</b>	<b>\$19,778.16</b>
<b>Total Additional Sent Personnel Cost:</b>					<b>\$75,150.46</b>

\* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

California Department of Food and Agriculture  
 Pest Detection County Agreements  
 Additional Olive Moth Financial Plan  
 FY 2022/2023  
 July 1, 2022 - June 30, 2023  
 Napa County

<b>A. Personnel Services - Additional Olive Moth</b>				
				<b>Billable Hours</b>
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>				94.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				80.00
<b>Total Hours:</b>				<b>174.00</b>
<b>Subtotal Personnel Cost:</b>				<b>\$8,912.60</b>
<b>Overhead: 25%</b>				<b>\$2,228.15</b>
<b>Total Personnel Cost:</b>				<b>\$11,140.75</b>
<b>B. Supplies <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i></b>				
Trapping Supplies				\$600.00
Office, Safety, Trapper Care Supplies				\$200.00
<b>Total Operating Expense Cost:</b>				<b>\$800.00</b>
<b>D. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i></b>				
Rental Space				\$1,000.00
ITS Charges				\$800.00
Rental vehicle cost below include fuel charges				\$0.00
<b>Total Operating Expense Cost:</b>				<b>\$1,800.00</b>
<b>E. Mileage</b>				
	<b># of Vehicles</b>	<b>Est. Miles</b>	<b>Mileage Rates *</b>	<b>Total Mileage Cost</b>
County Vehicles	3.0	125.0	0.625	\$234.38
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	12.0	85.0	0.285	\$290.70
<b>Total Mileage Cost:</b>				<b>\$525.08</b>

<b>**Total Additional OM Cost:</b>	<b>\$14,266.00</b>
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<b>***Total Agreement Amount CDFA will reimburse for Additional OM Surveys:</b>	<b>\$14,266.00</b>
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\* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

\*\* "Total Additional OM Cost" is the full cost the county requests to fully fund their Additional OM activities.

\*\*\* "Total Agreement Amount CDFA will reimburse for Additional OM" is the total cost CDFA will reimburse the counties for their Additional activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture  
 Pest Detection County Agreements  
 Additional Olive Moth Personnel Work Sheet  
 FY 2022/2023  
 July 1, 2022 - June 30, 2023  
Napa County

Personnel Costs - Additional Olive Moth					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Ag/Standards Service Worker I/II - Extra He	\$31.15	\$3.75	\$34.90	88.00	\$3,071.20
Ag/Standards Service Worker II - Permaner	\$36.91	\$22.14	\$59.05	6.00	\$354.30
<b>* Detection Total:</b>				<b>94.00</b>	<b>\$3,425.50</b>
<b>THWS</b>				<b>94.10</b>	
Ag/Standards Service Worker I/II - Extra He	\$31.15	\$3.75	\$34.90	10.00	\$349.00
Ag/Standards Service Worker II - Permaner	\$36.91	\$22.14	\$59.05	20.00	\$1,181.00
Ag/W&M Inspector I-III	\$49.29	\$24.64	\$73.93	20.00	\$1,478.60
Ag/W&M Inspector IV	\$53.19	\$26.60	\$79.79	10.00	\$797.90
Deputy Ag Commissioner	\$60.02	\$24.01	\$84.03	20.00	\$1,680.60
<b>Non-Detection Total:</b>				<b>80.00</b>	<b>\$5,487.10</b>
<b>Total Additional OM Personnel Cost:</b>					<b>\$8,912.60</b>

\* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

California Department of Food and Agriculture Pest  
 Detection County Agreements  
 Additional Western Grapeleaf Skeletonizer Financial Plan  
 FY 2022/2023  
 July 1, 2022 - June 30, 2023  
Napa County

A. Personnel Services - Additional Western Grapeleaf Skeletonizer					Billable Hours
					465.00
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>					124.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>					589.00
<b>Total Hours:</b>					<b>589.00</b>
Subtotal Personnel Cost:					\$25,996.31
Overhead: 25%					\$6,499.08
<b>Total Personnel Cost:</b>					<b>\$32,495.39</b>
B. Supplies <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i>					
					\$1,000.00
Trapping Supplies					\$50.00
Office, Safety, Trapper Care Supplies					\$950.00
<b>Total Operating Expense Cost:</b>					<b>\$1,050.00</b>
D. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>					
					\$4,500.00
Rental Space					\$1,800.00
ITS Charges					\$0.00
Rental vehicle cost below include fuel charges					\$2,700.00
<b>Total Operating Expense Cost:</b>					<b>\$6,300.00</b>
E. Mileage					
	# of Vehicles	Est. Miles	Mileage Rates *	Total Mileage Cost	
County Vehicles	3.0	375.0	0.625	\$703.13	
State Vehicles	0.0	0.0	0.000	\$0.00	
Rental Vehicles	12.0	225.0	0.285	\$769.50	
<b>Total Mileage Cost:</b>					<b>\$1,472.63</b>

<b>**Total Additional WGLS Cost:</b>	<b>\$41,318.01</b>
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<b>***Total Agreement Amount CDFA will reimburse for Additional WGLS Surveys:</b>	<b>\$41,318.01</b>
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\* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

\*\* "Total Additional GLS Cost" is the full cost the county requests to fully fund their Additional GLS activities.

\*\*\* "Total Agreement Amount CDFA will reimburse for Additional GLS" is the total cost CDFA will reimburse the counties for their Additional activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Additional Western Grapeleaf Skeletonizer Personnel Work Sheet  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Napa County

Personnel Costs - Additional Western Grapeleaf Skeletonizer					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Ag/Standards Service Worker I/II - Extra He	\$31.15	\$3.75	\$34.90	440.00	\$15,356.00
Ag/Standards Service Worker II - Permaner	\$36.91	\$22.14	\$59.05	25.00	\$1,476.25
* Detection Total:				<b>465.00</b>	<b>\$16,832.25</b>
THWS				<b>464.56</b>	
<b>Non-Detection Positions</b>					
Ag/Standards Service Worker I/II - Extra He	\$31.15	\$3.75	\$34.90	2.00	\$69.80
Ag/Standards Service Worker II - Permaner	\$36.91	\$22.14	\$59.05	18.00	\$1,062.90
Ag/W&M Inspector I-III	\$49.29	\$24.64	\$73.93	60.00	\$4,435.80
Ag/W&M Inspector IV	\$53.19	\$26.60	\$79.79	24.00	\$1,914.96
Deputy Ag Commissioner	\$60.02	\$24.01	\$84.03	20.00	\$1,680.60
Non-Detection Total:				<b>124.00</b>	<b>\$9,164.06</b>
<b>Total Additional WGLS Personnel Cost:</b>					<b>\$25,996.31</b>

\* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

California Department of Food and Agriculture  
Pest Detection County Agreements  
Additional Spotted Lantern Fly (SLF) Financial Plan  
FY 2022/2023  
July 1, 2022 - June 30, 2023  
Napa County

<b>A. Personnel Services - Additional Spotted Lantern Fly</b>				
				Billable Hours
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>				144.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				92.00
<b>Total Hours:</b>				<b>236.00</b>
<b>Subtotal Personnel Cost:</b>				<b>\$18,058.44</b>
<b>Overhead: 25%</b>				<b>\$4,514.61</b>
<b>Total Personnel Cost:</b>				<b>\$22,573.05</b>
<b>B. Supplies <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i></b>				
Traps, Pheromone/Bait/Lure/shipping/flagging tape				\$750.00
Office Supplies (sharpies, clear sleeves, pencils, erasers, baggies, overlay pens, labels, cardstock, etc.)				\$10.00
Hand degreaser, oops wipes, spray/repellent, baby wipes, etc.				\$15.00
Safety Supplies: vehicle signs, decon kits, first aid kits, heat safety systems				\$10.00
<b>Total Operating Expense Cost:</b>				<b>\$785.00</b>
<b>D. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i></b>				
Rental Space				\$2,500.00
ITS Charges				\$1,500.00
<b>Total Operating Expense Cost:</b>				<b>\$4,000.00</b>
<b>E. Mileage</b>				
	# of Vehicles	Est. Miles	Mileage Rates *	Total Mileage Cost
County Vehicles	2.0	700.0	0.625	\$875.00
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
<b>Total Mileage Cost:</b>				<b>\$875.00</b>

<b>**Total Additional SLF Cost:</b>	<b>\$28,233.05</b>
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<b>***Total Agreement Amount CDFA will reimburse for Additional SLF Surveys:</b>	<b>\$28,233.05</b>
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\* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

\*\* "Total Additional SLF Cost" is the full cost the county requests to fully fund their Additional SLF activities.

\*\*\* "Total Agreement Amount CDFA will reimburse for Additional SLF" is the total cost CDFA will reimburse the counties for their Additional activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture  
 Pest Detection County Agreements  
 Additional Spotted Lantern Fly Personnel Work Sheet  
 FY 2022/2023  
 July 1, 2022 - June 30, 2023  
Napa County

Attachment A

Personnel Costs - Additional Spotted Lantern Fly					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Ag/W&M Inspector I-III	\$49.29	\$24.64	\$73.93	144.00	\$10,645.92
<b>* Detection Total:</b>				<b>144.00</b>	<b>\$10,645.92</b>
<b>THWS</b>				<b>143.57</b>	
<b>Non-Detection Positions</b>					
Ag/W&M Inspector I-III	\$49.29	\$24.64	\$73.93	8.00	\$591.44
Ag/W&M Inspector IV	\$53.19	\$26.60	\$79.79	56.00	\$4,468.24
Deputy Ag Commissioner	\$60.02	\$24.01	\$84.03	28.00	\$2,352.84
<b>Non-Detection Total:</b>				<b>92.00</b>	<b>\$7,412.52</b>
<b>Total Additional SLF Personnel Cost:</b>					<b>\$18,058.44</b>

\* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

**COMMENT:** Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

State of California  
 Pest Detection County Agreements  
 Trapping Hours/Year Worksheet

County: NAPA  
 Fiscal Year: 2022-2023

TRAPPING HOURS/YEAR WORKSHEET

TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES

Survey Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Serv/Year
GWSS							2.17	2.17					4.33
VMB								1		1			2.00
EGBM					2.17	2.17	2.17	2.17	1.00				9.67
GBM					2.17	2.17	2.17	2.17	1.00				9.67
GTM					2.17	2.17	2.17	2.17	1.00				9.67
HM					2.17	2.17	2.17	2.17	1.00				9.67
OM					2.17	2.17	2.17	2.17	1.00				9.67
WGLS					2.17	2.17	2.17	2.17	1.00				9.67
SLF					2.17	2.17	2.17	2.17	2.17				10.83
	4	weekly servicings			2	biweekly servicings			1	monthly servicings			

Survey Type	# of traps/sites	x	serv/year	=	serv/year/trap
GWSS	1000.00	x	4.33	=	4,333.33
VMB	1900.00	x	2.00	=	3,800.00
EGBM	250.00	x	9.67	=	2,416.67
GBM	250.00	x	9.67	=	2,416.67
GTM	250.00	x	9.67	=	2,416.67
HM	250.00	x	9.67	=	2,416.67
OM	50.00	x	9.67	=	483.33
WGLS	225.00	x	9.67	=	2,175.00
SLF	30.00	x	10.83	=	325.00
Total:					20,783.33

	Servicings/year	÷	Avg traps serve/hr	=	Hours/year	x1.1(10%) =	Hours/year plus
GWSS TOTAL:	4,333.33 (A)	÷	4.90 (B)	=	885.26 (C)	x1.1(10%) =	973.78 (D)
VMB TOTAL:	3,800.00 (A)	÷	6.82 (B)	=	557.18 (C)	x1.1(10%) =	612.90 (D)
EGBM, GBM, GTM, HDM TOTAL:	9,666.67 (A)	÷	6.85 (B)	=	1,411.19 (C)	x1.1(10%) =	1,552.31 (D)
OM TOTAL:	483.33 (A)	÷	5.65 (B)	=	85.55 (C)	x1.1(10%) =	94.10 (D)
WGLS TOTAL:	2,175.00 (A)	÷	5.15 (B)	=	422.33 (C)	x1.1(10%) =	464.56 (D)
SLF TOTAL:	325.00 (A)	÷	2.49 (B)	=	130.52 (C)	x1.1(10%) =	143.57 (D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.  
 C = Hours/year - calculated electronically.  
 Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

## PEST DETECTION TRAPPING GUIDELINES (#1)

### With McPhail, North District, 6 months

#### Fiscal Year 2022-23

1. Place all traps, except spongy moth (SM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).
2. Place SM and JB traps beginning on or prior to the season start date (normally June 1). Remove all SM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.
3. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1 through October 31, 2022, and from date of placement in 2023 (May 1 or later) through June 30.
4. Ensure that McPhail traps are serviced every seven days from July 1 through October 31, 2022, and from date of placement in 2023 (May 1 or later) through June 30. As stated in the CDFA Insect Trapping Guide (ITG), McPhail traps should be placed in garden sites with melon fly traps June through October. During May, McPhail traps should be placed on properties separate from all other fruit fly traps.
5. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in rural areas are serviced once each month and relocated at each service from July 1 through October 31, 2022, and from date of placement in 2023 (May 1 or later) through June 30.
6. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, 2022, and from date of placement in 2023 (May 1 or later) through June 30.
7. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1 through October 31, 2022, and from date of placement in 2023 (May 1 or later) through June 30.
8. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, 2022, and from June 15 through June 30, 2023, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).
9. Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form. Follow additional activity guidelines posted at: <https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2022Final.pdf> unless other arrangements are agreed upon with PD/EP.

**PEST DETECTION/EMERGENCY PROJECTS FY 2022 / 2023 COMMITMENT FORM**

AGRICULTURAL COMMISSIONER Tracy Cleveland	Napa
DETECTION SPECIALIST Anna Norton	7/21/2022

		Other COMMITMENT	Core and Additional COMMITMENT		Total COMMITMENT
			CORE	ADDITIONAL	
<b>TRAPPING</b>					
JACKSON TRAP - MEDFLY	MF	0	390 /	0	390
McPHAIL TRAP	MP	0	70 /	0	70
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	70 /	0	70
JACKSON TRAP - MELON FLY	ML	0	70 /	0	70
CHAMP TRAP - Garden	CP	0	0 /	0	0
CHAMP TRAP - Rural	CP	0	60 /	0	60
CHAMP TRAP - Rural Residential	CP	0	0 /	0	0
SPONGY MOTH	SM	0	90 /	0	90
JAPANESE BEETLE	JB	0	80 /	0	80
OTHER ADDITIONAL	Glassy-Winged Sharpshooter	0	0 /	1000	1000
	Vine Mealybug	0	0 /	1900	1900
	European Grape Berry Moth	0	0 /	250	250
	Grape Berry Moth	0	0 /	250	250
	Grape Tortrix Moth	0	0 /	250	250
	Honeydew Moth	0	0 /	250	250
	Olive Moth	0	0 /	50	50
	Western Grapeleaf Skeletonize	0	0 /	225	225
	Spotted Lanternfly	0	0 /	30	30

**SPECIAL TRAPPING CONSIDERATIONS:**

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE  
PEST DETECTION/EMERGENCY PROJECTS**

**PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING  
OF DETECTION TRAPPING PROGRAMS**

**January 2020**

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG, [https://www.cdffa.ca.gov/plant/PDEP/Insect\\_Trapping\\_Guide/index.html](https://www.cdffa.ca.gov/plant/PDEP/Insect_Trapping_Guide/index.html)).

These guidelines may be revised. Should any revisions occur, County staff will be notified and provided revised guidelines prior to any changes taking effect.

**Types of Plants**

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two should occur per trapper for the duration of their employment. If two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

**Frequency**

Frequent planting will ensure that all trappers have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

**Preparation**

1. Seven target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), spongy moth (SM), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.
2. Planting specimens are pre-marked as follows:
  - a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
  - b. SMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
  - c. JBs have a mounting-pin hole through the sternum.
3. Trap type – QCP species correlation:

<u>TRAP</u>	<u>QCP</u>
a. McPhail, Multilure or ChamP	Any one of the target fly species: MF, ML, MX, OF
b. Trimedlure Jackson	MF
c. Cue-lure Jackson	ML
d. Methyl eugenol Jackson	OF
e. SM	SM
f. JB	JB
g. EGVM	EGVM

4. Only one specimen per trap will be planted.
5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.
6. All planting specimens will be in good condition, clearly showing distinguishing body parts.
7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.
7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.
8. All specimens are stored in alcohol, with the exception of EGVM and SM, which are stored dry in a freezer.
9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

### **Planting Procedure**

1. The District Entomologist, or designee, will notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during that timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.
2. Traps to be planted will be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.
3. Trap address will be verified and all other identifying descriptions of that trap will be checked for accuracy.
4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. SM and EGVM will be placed so that the tops of the wings are visible, and SM may be placed under the trap lip to ensure that

the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.
6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

### **Reporting**

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day] - planter's initials (e.g., rl for Ray Leclerc) – qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

If any of the plants were missed, the Missed QC Plant Report shall be submitted by the trapping supervisor to the District Entomologist as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Headquarters within two working days of receiving all of the relevant information.

Statewide Trapping QC Coordinator:

Ana Nistor

[AnaMaria.Nistor@cdfa.ca.gov](mailto:AnaMaria.Nistor@cdfa.ca.gov)

QCP contact at PD/EP Headquarters:

Ana Nistor

[AnaMaria.Nistor@cdfa.ca.gov](mailto:AnaMaria.Nistor@cdfa.ca.gov)

### **Sample Submission**

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below, accompanied by an electronic Pest and Damage Record (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect would be submitted (see ITG). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to:     Entomology Lab  
                               CDFA Plant Pest Diagnostics Center  
                               3294 Meadowview Road  
                               Sacramento, CA 95832-1448  
                               Phone: 916-262-1100

### **Missed Plant**

Any missed plants will require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

**Trappers will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.**

1. Fruit Flies or EGVM:     Three (in any combination)
2. SM or JB:                 Two, or one plus any other insect (in any combination)

Consequences of missing plants from a sticky trap that was double-checked will be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

## **PEIR Management Practices (MP) and Mitigation Measures (MM) For Trapping**

**January 2022**

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center / Governor's Office of Emergency Services at 916-845-8911 or [warning.center@oes.ca.gov](mailto:warning.center@oes.ca.gov).
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
  - Wear rubber boots, coveralls, rubber gloves, and eye protection.
  - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
  - Shovel contaminated material into a leak-proof container.
  - Do not hose down the area.
  - Work carefully and safely; do not hurry.
  - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
  - Follow the steps listed for all above and include the additional number below.
  - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
  - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
  - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

- regarding safe pesticide handling and application.
- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
  - As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
  - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
  - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
  - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
  - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

# Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2022
Project Leader:	Tracy S Cleveland, Ag Commissioner
Description of Activity:	Jackson traps (contain trimedlure, methyl eugenol and dibrom, or cue-lure and dibrom), McPhail traps (contain torula yeast), and ChamP or yellow panel traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of Napa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

**Part A**

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect exotic fruit flies.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.16

**Part B**

		Check Applicable Requirements
<b>General Requirements</b>		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
<b>Activity Site Specific Review</b>		
<b>Database</b>	<b>Date Reviewed</b>	<b>Mitigation If Any</b>
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
<b>Management Practices</b>	
<b>MP-SPRAY-1:</b> Conduct a Site Assessment	
<b>MP-SPRAY-2:</b> Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
<b>MP-SPRAY-3:</b> Follow pesticide application laws and regulations, and label directions	✓
<b>MP-SPRAY-4:</b> Apply chemicals only under favorable weather conditions	
<b>MP-SPRAY-5:</b> Follow integrated pest management and drift reduction techniques	
<b>MP-SPRAY-6:</b> Clean equipment and dispose of rinse water per label directions	✓
<b>MP-SPRAY-7:</b> Follow appropriate product storage procedures	✓
<b>MP-AERIAL-1:</b> Use appropriate aerial spray treatment procedures	
<b>MP-GROUND-1:</b> Follow appropriate ground-rig foliar treatment procedures	
<b>MP-GROUND-2:</b> Follow appropriate low-pressure backpack treatment procedures	
<b>MP-GROUND-3:</b> Train personnel in proper use of pesticides	✓
<b>MP-GROUND-4:</b> Enforce runoff and drift prevention	
<b>MP-HAZ-1:</b> Implement a Spill Contingency Plan	✓
<b>MP-HAZ-2:</b> Use safety and cleanup materials checklist	✓
<b>MP-HAZ-3:</b> Implement decontamination	✓
<b>MP-HAZ-4:</b> Follow appropriate disposal procedures	✓
<b>Mitigation Measures</b>	
<b>Mitigation Measure BIO-CHEM-2:</b> CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
<b>Mitigation Measure HAZ-GEN-4a:</b> Determine Potential for Hazardous Materials Exposure	✓
<b>Mitigation Measure HAZ-GEN-4b:</b> Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
<b>Mitigation Measure HAZ-GEN-4c:</b> Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
<b>Mitigation Measure HAZ-CHEM-1a:</b> Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
<b>Mitigation Measure HAZ-CHEM-1b:</b> Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
<b>Mitigation Measure HAZ-CHEM-3:</b> Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
<b>Mitigation Measure NOISE-PHYS-1:</b> Conduct Activities during the Daytime	
<b>Mitigation Measure WQ-CHEM-2:</b> Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
<b>Mitigation Measure WQ-CHEM-5:</b> Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
<b>Mitigation Measure WQ-CUM-1:</b> Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

## Part C

	Y/N	Justification/Rationale
<b>Step 1</b>		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
<b>Step 2</b>		Attach supporting documentation for determination, and CEQA Addendum, as applicable
<b>Step 3</b>		Attach tiered CEQA document, and identify additional requirements from that document

<b>Confirmation of Implementation (following completion of activity)</b>	
Project Leader Name:	Tracy S Cleveland, Ag Commissioner
Signature*:	
End Date:	

\*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

# Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2022
Project Leader:	Tracy S Cleveland, Ag Commissioner
Description of Activity:	Spongy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Spongy moth trapping conducted within the whole of Napa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have spongy moth host plants on or near them.

## Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect spongy moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19

## Part B

		Check Applicable Requirements
<b>General Requirements</b>		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
<b>Activity Site Specific Review</b>		
<b>Database</b>	<b>Date Reviewed</b>	<b>Mitigation If Any</b>
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
<b>Management Practices</b>	
<b>MP-SPRAY-1:</b> Conduct a Site Assessment	
<b>MP-SPRAY-2:</b> Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
<b>MP-SPRAY-3:</b> Follow pesticide application laws and regulations, and label directions	✓
<b>MP-SPRAY-4:</b> Apply chemicals only under favorable weather conditions	
<b>MP-SPRAY-5:</b> Follow integrated pest management and drift reduction techniques	
<b>MP-SPRAY-6:</b> Clean equipment and dispose of rinse water per label directions	✓
<b>MP-SPRAY-7:</b> Follow appropriate product storage procedures	✓
<b>MP-AERIAL-1:</b> Use appropriate aerial spray treatment procedures	
<b>MP-GROUND-1:</b> Follow appropriate ground-rig foliar treatment procedures	
<b>MP-GROUND-2:</b> Follow appropriate low-pressure backpack treatment procedures	
<b>MP-GROUND-3:</b> Train personnel in proper use of pesticides	✓
<b>MP-GROUND-4:</b> Enforce runoff and drift prevention	
<b>MP-HAZ-1:</b> Implement a Spill Contingency Plan	✓
<b>MP-HAZ-2:</b> Use safety and cleanup materials checklist	✓
<b>MP-HAZ-3:</b> Implement decontamination	✓
<b>MP-HAZ-4:</b> Follow appropriate disposal procedures	✓
<b>Mitigation Measures</b>	
<b>Mitigation Measure BIO-CHEM-2:</b> CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
<b>Mitigation Measure HAZ-GEN-4a:</b> Determine Potential for Hazardous Materials Exposure	✓
<b>Mitigation Measure HAZ-GEN-4b:</b> Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
<b>Mitigation Measure HAZ-GEN-4c:</b> Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
<b>Mitigation Measure HAZ-CHEM-1a:</b> Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
<b>Mitigation Measure HAZ-CHEM-1b:</b> Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
<b>Mitigation Measure HAZ-CHEM-3:</b> Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
<b>Mitigation Measure NOISE-PHYS-1:</b> Conduct Activities during the Daytime	
<b>Mitigation Measure WQ-CHEM-2:</b> Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
<b>Mitigation Measure WQ-CHEM-5:</b> Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
<b>Mitigation Measure WQ-CUM-1:</b> Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

## Part C

	Y/N	Justification/Rationale
<b>Step 1</b>		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
<b>Step 2</b>		Attach supporting documentation for determination, and CEQA Addendum, as applicable
<b>Step 3</b>		Attach tiered CEQA document, and identify additional requirements from that document

<b>Confirmation of Implementation (following completion of activity)</b>	
Project Leader Name:	Tracy S Cleveland, Ag Commissioner
Signature*:	
End Date:	

\*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

## Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2022
Project Leader:	Tracy S Cleveland, Ag Commissioner
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of Napa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

### Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Japanese beetle.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.20

### Part B

		Check Applicable Requirements
<b>General Requirements</b>		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
<b>Activity Site Specific Review</b>		
<b>Database</b>	<b>Date Reviewed</b>	<b>Mitigation If Any</b>
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	<b>Check Applicable Requirements</b>
<b>Management Practices</b>	
<b>MP-SPRAY-1:</b> Conduct a Site Assessment	
<b>MP-SPRAY-2:</b> Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
<b>MP-SPRAY-3:</b> Follow pesticide application laws and regulations, and label directions	✓
<b>MP-SPRAY-4:</b> Apply chemicals only under favorable weather conditions	
<b>MP-SPRAY-5:</b> Follow integrated pest management and drift reduction techniques	
<b>MP-SPRAY-6:</b> Clean equipment and dispose of rinse water per label directions	✓
<b>MP-SPRAY-7:</b> Follow appropriate product storage procedures	✓
<b>MP-AERIAL-1:</b> Use appropriate aerial spray treatment procedures	
<b>MP-GROUND-1:</b> Follow appropriate ground-rig foliar treatment procedures	
<b>MP-GROUND-2:</b> Follow appropriate low-pressure backpack treatment procedures	
<b>MP-GROUND-3:</b> Train personnel in proper use of pesticides	✓
<b>MP-GROUND-4:</b> Enforce runoff and drift prevention	
<b>MP-HAZ-1:</b> Implement a Spill Contingency Plan	✓
<b>MP-HAZ-2:</b> Use safety and cleanup materials checklist	✓
<b>MP-HAZ-3:</b> Implement decontamination	✓
<b>MP-HAZ-4:</b> Follow appropriate disposal procedures	✓
<b>Mitigation Measures</b>	
<b>Mitigation Measure BIO-CHEM-2:</b> CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
<b>Mitigation Measure HAZ-GEN-4a:</b> Determine Potential for Hazardous Materials Exposure	✓
<b>Mitigation Measure HAZ-GEN-4b:</b> Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
<b>Mitigation Measure HAZ-GEN-4c:</b> Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
<b>Mitigation Measure HAZ-CHEM-1a:</b> Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
<b>Mitigation Measure HAZ-CHEM-1b:</b> Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
<b>Mitigation Measure HAZ-CHEM-3:</b> Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
<b>Mitigation Measure NOISE-PHYS-1:</b> Conduct Activities during the Daytime	
<b>Mitigation Measure WQ-CHEM-2:</b> Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
<b>Mitigation Measure WQ-CHEM-5:</b> Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
<b>Mitigation Measure WQ-CUM-1:</b> Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

**Part C**

	Y/N	Justification/Rationale
<b>Step 1</b>		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
<b>Step 2</b>		Attach supporting documentation for determination, and CEQA Addendum, as applicable
<b>Step 3</b>		Attach tiered CEQA document, and identify additional requirements from that document

<b>Confirmation of Implementation (following completion of activity)</b>	
Project Leader Name:	Tracy S Cleveland, Ag Commissioner
Signature*:	
End Date:	

\*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

**Budget and Survey Quick Guide**  
**Pest Detection County Agreements**

**County: Napa**  
**FY: 22/23**

Budget summary guide of the fund source breakdown.

**Total Agreement Amount CDFA will reimburse \$ 475,750.74**

Funding Sources	CORE Costs			Additional Costs	CalTrap Costs
	Fruit Fly	Spongy Moth	Japanese Beetle		
<i>Federal Funds</i>					
<i>State Funds</i>	\$ 105,206.73				
<i>Unclaimed Gas Tax</i>				\$ 322,804.48	\$ 20,983.25
<i>PD/EP Branch general funds</i>		\$ 15,457.68	\$ 11,298.60		
<i>CDFA Emergency Funds</i>					

The **Total Agreement Amount CDFA will reimburse** for is the total cost CDFA may reimburse the counties. Any costs exceeding this total will not be paid.

The **Funding sources** give a summary of the funding costs CDFA uses to charge county monthly billing. Each fund source listed comes from separate pots of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties must not exceed the total individual costs listed above for each activity and fund source.

Quick Guide for Use in Billing and Invoicing:  
PEST DETECTION /EMERGENCY PROJECTS

County: Napa  
FY: 22/23

Survey Summary Guide: This form is to aid in billing and invoicing

Disclaimer: Refer to contract for full survey details. Does not include EFF Additional Extended Season Traps

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB	GWSS	VMB	EGBM	GBM	GTM	HM	OM	WGLS	SLF
Core	390	70	70	70	0	60	0	660	90	80									
Additional								0			1000	1900	250	250	250	250	50	225	30
Other								0											
<b>Total trap/site surveyed/Mo</b>	390	70	70	70	0	60	0	660	90	80	1000	1900	250	250	250	250	50	225	30
<b>Servicing/trap/Mo</b>	2.17	4	2.17	2.17		1			2.17	2.17	2.17	1	2.17	2.17	2.17	2.17	2.17	2.17	2.17
<b>Servicings/Mo</b>	846	280	152	152	0	60	0	1490	195	174	2170	1900	543	542.5	543	543	109	488	65.1

**TRAPPING SEASON for CORE PROGRAM**

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2.17	2.17	2.17	2.17	2.17	2.17		
MP					4.33	4.33	4.33	4.33	4.33	4.33		
OF					2.17	2.17	2.17	2.17	2.17	2.17		
ML						2.17	2.17	2.17	2.17	2.17		
CP garden												
CP rural					1	1	1	1	1	1		
CP rural res.												
SM						2.17	2.17	2.17	2.17			
JB						2.17	2.17	2.17	2.17			

**TRAPPING SEASON for ADDITIONAL ACTIVITIES**

Survey Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
GWSS							2.17	2.17				
VMB								1		1		
EGBM					2.17	2.17	2.17	2.17	1.00			
GBM					2.17	2.17	2.17	2.17	1.00			
GTM					2.17	2.17	2.17	2.17	1.00			
HM					2.17	2.17	2.17	2.17	1.00			
OM					2.17	2.17	2.17	2.17	1.00			
WGLS					2.17	2.17	2.17	2.17	1.00			
SLF					2.17	2.17	2.17	2.17	2.17			

4 weekly servicings      2 biweekly servicings      1 monthly servicings

COUNTY LETTERHEAD

Attachment H

Invoice Month/Year: \_\_\_\_\_

SUBMIT MONTHLY TO: cdfa.phppps\_pdepb\_county\_invoices@cdfa.ca.gov

**STATE OF CALIFORNIA**  
**DEPARTMENT OF FOOD AND AGRICULTURE**  
**PLANT HEALTH AND PEST PREVENTION SERVICES**  
 Pest Detection Emergency Projects Branch  
 1220 N STREET  
 SACRAMENTO CA 95814  


Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Revision Date:	
Billing Period:	From: _____ To: _____

REMIT PAYMENT TO: (County Address)	
------------------------------------	--

<i>For State Use Only</i>	
---------------------------	--

Accounting use only:	
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Accounting use only:	
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CORE Costs

	Total Hours	Total Costs
<b>Personnel Expenses</b>		
Detection Activities	0.00	\$ -
Non-Detection Activities	0.00	\$ -
Indirect Rate	25%	\$ -
Operating Expenses		\$ -
Sub-Contracting Expenses		\$ -
Mileage Expenses		\$ -
<b>Grand Total</b>	<b>0.00</b>	<b>\$ -</b>

<b>PDEP County Agreements Required</b>		
Trap Activity	%	Cost
Fruit Flies	0.000%	\$0.00
GM	0.000%	\$0.00
JB	0.000%	\$0.00
<b>Total</b>	<b>0.000%</b>	<b>\$0.00</b>

Mileage Expense Breakout	Total Miles	Rate	Total Cost
County Vehicles	0.00	0.000	\$0.00
State Vehicles	0.00	0.000	\$0.00
Rental Vehicles	0.00	0.000	\$0.00
<b>Total Mileage Expenses:</b>			<b>\$0.00</b>

COMMENTS:



COUNTY LETTERHEAD

Attachment H

SUBMIT MONTHLY TO: cdfa.phpps\_pdepb\_county\_invoices@cdfa.ca.gov

STATE OF CALIFORNIA  
 DEPARTMENT OF FOOD AND AGRICULTURE  
 PLANT HEALTH AND PEST PREVENTION SERVICES  
 Pest Detection Emergency Projects Branch  
 1220 N STREET  
 SACRAMENTO CA 95814



Agreement/Program Name:  
 Agreement Number:  
 Agreement Amount:

Date:  
 County:  
 Amount Billed to Date:  
 Invoice #  
 Revision Date:  
 Billing Period: From: To:

Additional Costs	Total Hours	Total Costs
<b>Personnel Expenses</b>		
Detection Activities	0.00	\$ -
Non-Detection Activities	0.00	\$ -
Indirect Rate	25%	\$ -
Operating Expenses		\$ -
Sub-Contracting Expenses		\$ -
Mileage Expenses		\$ -
<b>Grand Total</b>	<b>0.00</b>	<b>\$ -</b>

Mileage Expense Breakout	Total Miles	Rate	Total Cost
County Vehicles	0.00	0.0000	\$0.00
State Vehicles	0.00	0.0000	\$0.00
Rental Vehicles	0.00	0.0000	\$0.00
<b>Total Mileage Expenses:</b>			<b>\$0.00</b>

COMMENTS:

Invoice Month/Year:

REMIT PAYMENT TO: (County Address)

Accounting use only:

For State Use Only

Accounting use only:

PDEP County Invoice Breakdown		
Trap Activity	%	Cost
<b>Additional Cost</b>		
Fruit Flies	0.0000%	\$0.00
GM	0.0000%	\$0.00
JB	0.0000%	\$0.00
	0.0000%	\$0.00
	0.0000%	\$0.00
	0.0000%	\$0.00
<b>Total</b>	<b>0.0000%</b>	<b>\$0.00</b>

SUBMIT MONTHLY TO: [cdfa.phpps\\_pdepb\\_county\\_invoices@cdfa.ca.gov](mailto:cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov)

Invoice Month/Year: \_\_\_\_\_

STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE PLANT HEALTH AND PEST PREVENTION SERVICE Pest Detection Emergency Projects Branch 1220 N STREET SACRAMENTO CA 95814	
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Accounting use only:
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Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Accounting use only:
----------------------

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Revision Date:	
Billing Period:	From: _____ To: _____

**CalTrap Costs**

	<u>Total Hours</u>	<u>Total Costs</u>
<b>Personnel Expenses</b>		
Training Hours	0	\$ -
Data Entry Hours	0	\$ -
Indirect Rate	25%	\$ -
<b>Grand Total</b>	<b>0</b>	<b>\$ -</b>

REMIT PAYMENT TO: (County Address)
------------------------------------

<b>CALTRAP EXPENSES</b>			
	No. of Sites	Cost Per Site	Cost
Data Conversion - Manual Entry	0.00	\$1.4000	\$0.00
Data Conversion - Bulk Upload	0.00	\$0.6323	\$0.00
	No. of Devices	Cost Per Devise	Cost
iPad	0.00	\$0.00	\$0.00
iPad Accessories	0.00	\$0.00	\$0.00
Data Plan	0.00	\$0.00	\$0.00
Insurance/Warranty (optional)	0.00	\$0.00	\$0.00
<b>CalTrap Cost:</b>			<b>\$0.00</b>

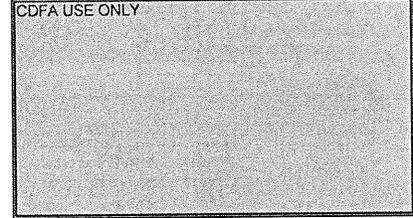
<i>For State Use Only</i>
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**COMMENTS:**

California Department of Food and Agriculture  
 Pest Detection Program  
 Budget Period FY 2022/2023  
 Email invoices to: cdfa.phpps\_pdepb\_county\_invoices@cdfa.ca.gov

Date:  
 County:  
 Agreement No:  
 Invoice No:  
 Billing Period:  
 Revision Date:

Trap Activity	Percentage	Amount
<b>Core Cost</b>		
Fruit Flies	0%	\$0.00
GM	0%	\$0.00
JB	0%	\$0.00
<b>Additional Cost</b>		
Fruit Flies	0%	\$0.00
GM	0%	\$0.00
JB	0%	\$0.00
Other traps	0%	\$0.00
<b>Totals</b>	<b>0%</b>	<b>\$0.00</b>



**A. Personnel**

<b>Detection Trappers</b>		Hours	Hourly Rate *	Total
Employee Name	Title			
1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
16		0.00	\$0.00	\$0.00
17		0.00	\$0.00	\$0.00
18		0.00	\$0.00	\$0.00
19		0.00	\$0.00	\$0.00
20		0.00	\$0.00	\$0.00
21		0.00	\$0.00	\$0.00
22		0.00	\$0.00	\$0.00
23		0.00	\$0.00	\$0.00
24		0.00	\$0.00	\$0.00
25		0.00	\$0.00	\$0.00
<b>Detection Salary Subtotal:</b>				<b>\$0.00</b>

<b>Non-Detection Trappers</b>		Hours	Hourly Rate *	Total
Employee Name	Title			
1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
<b>Non-Detection Salary Subtotal:</b>				<b>\$0.00</b>

\* The Hourly Rate must include Hourly Wage and Benefit Rate

\*\* Overhead percent is editable, must not exceed 25%

<b>Personnel Subtotal:</b>	<b>\$0.00</b>
<b>Overhead**</b>	0%
<b>Personnel Total:</b>	<b>\$0.00</b>

**B. Supplies (Itemized such as: trapping poles, office & field supplies, etc.)**

	Total	
1	\$0.00	
2	\$0.00	
3	\$0.00	
4	\$0.00	
<b>Supplies Total:</b>		<b>\$0.00</b>

<b>C. Subcontractor</b>	Title/Description	Hours	Hourly Rate	Total
1				\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
<b>Subcontractor Total:</b>				<b>\$0.00</b>

<b>D. Vehicle Operations</b>	Mileage	Rate ***	Total
1 State	0.00	\$0.000	\$0.00
2 County	0.00	\$0.000	\$0.00
3 Rental Vehicles	0.00	\$0.000	\$0.00
4 Other	0.00	\$0.000	\$0.00
<b>Vehicle Total:</b>			<b>\$0.00</b>

\*\*\* Mileage rates: Must not exceed the Federal Mileage Rate

E. Other Items of Expense (e.g., communications, IT services, Travel)		Total
1		\$0.00
2		\$0.00
3		\$0.00
4		\$0.00
		<b>Other Total:</b> \$0.00

Remit payment to:

Contact Person  
Mailing Address  
Contact Phone No  
Contact Email

<b>Invoice Total Cost:</b> \$0.00
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**COMMENTS:**

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Green = Fillable cells to be completed by the County.  
Purple = Subtotals and totals. These contain formulas - DO NOT MODIFY!  
Orange = Instructions.



22  
23  
24  
25

0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
<b>BENEFIT SUBTOTAL:</b>		<b>\$0.00</b>

**SALARY - Data Conversion Personell Costs**

	<u>Employee Name</u>	<u>Title</u>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

	<u>HOURS</u>	<u>HOURLY RATE w/o BENEFITS</u>	<u>COST</u>
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
<b>SALARY SUBTOTAL:</b>			<b>\$0.00</b>

**BENEFITS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15

	<u>BENEFIT RATE %</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
	0.0000%	\$0.00	\$0.00
<b>BENEFIT SUBTOTAL:</b>			<b>\$0.00</b>

0 % Overhead (Not to exceed 25%)

<u>SALARIES</u>	<u>BENEFITS</u>	<u>OVERHEAD COST*</u>
\$0.00	\$0.00	\$0.00

**TOTAL PERSONNEL COST: \$0.00**

**B. Data Conversion Costs (Manual and Bulk) and Operating Expenses**

<u>Item</u>
Data Conversion - Manual Entry
Data Conversion - Bulk Upload

<u>NO. OF SITES*</u>	<u>COST PER SITE</u>	<u>COST</u>
0.00	\$1.4000	\$0.00
0.00	\$0.6323	\$0.00

iPad
iPad Accessories
Data Plan
Insurance/Warranty (optional)

<u>NO. OF DEVICES</u>	<u>COST PER DEVICE</u>	<u>COST</u>
0.00	\$0.00	\$0.00
0.00	\$0.00	\$0.00
0.00	\$0.00	\$0.00
0.00	\$0.00	\$0.00

**TOTAL SECTION B COSTS: \$0.00**

\*This is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.

<b>TOTAL MONTHLY INVOICE:</b>	<b>\$0.00</b>
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# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0344

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**TO:** Board of Supervisors  
**FROM:** Tracy Schulze - Auditor-Controller  
**REPORT BY:** Raymond Francis - Accountant-Auditor I  
**SUBJECT:** Property Tax Administrative Fee Cost Allocation for Public Entities Fiscal Year 2021-22

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### **RECOMMENDATION**

Auditor-Controller requests the Board to accept, and instruct the Clerk of the Board to file, the report for the property tax administrative fee cost allocation to public entities in Napa County for Fiscal Year 2022-23 for services rendered in Fiscal Year 2021-22 as authorized by Chapter 3.44 of the Napa County Code and Section 95.3 of the Revenue and Taxation Code.

### **EXECUTIVE SUMMARY**

The annual review and report regarding the property tax administrative fee cost allocation is to be prepared by the Auditor-Controller following the end of each fiscal year. Fee revenues will be recognized in Fiscal Year 2022-23 for the participating departments that have incurred the costs in Fiscal Year 2021-22.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Revenue is budgeted in the appropriate budget units that incurred the costs of administering the services
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	To recover the costs of property tax related services being provided to local entities, the appropriate allocation is calculated by the Auditor-Controller every year, in accordance with Revenue and Taxation Code 95.3. Revenues for the current year amount to \$679,873.
Consequences if not approved:	The departments incurring the costs will not realize these revenues
County Strategic Plan pillar addressed:	Effective and Open Government

### **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.

**BACKGROUND AND DISCUSSION**

The Board approved Ordinance No. 1398 for Chapter 3.44 of the Napa County Code for the property tax administrative fee on March 3, 2015. The California Revenue and Taxation Code Section 95.3 was enacted to allow counties to recover actual costs of assessing, collecting and allocating property taxes from all local public entities excepting schools. This item is specifically exempt from the voting requirements of Article XIIC of the California Constitution because it is an assessment or property related fee imposed in accordance with the provisions of Article XIID; a reimbursement for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.

The Auditor-Controller 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 the applicable overhead costs as permitted by Federal 2 CFR Part 225 standards. The administrative fee is a reimbursement from each incorporated city and local taxing jurisdiction as its proportionate share of the administrative costs incurred by the County during Fiscal Year 2021-22, and will be recognized as revenue in Fiscal Year 2022-23.

School entities are specifically exempt from this fee, although they benefit from the services provided and their unrecovered allocation totals \$2,706,576 as noted in Attachment A.

The proposed cost allocation reflects a net billable amount of \$679,873, which compared to prior year's net billable amount of \$731,832 is a decrease of \$51,959, or 7.10%.

The Auditor-Controller requests the Board to accept and file the report.

**COUNTY OF NAPA  
PROPERTY TAX ADMINISTRATIVE FEE  
FISCAL YEAR ACTUALS 2021-22 CHARGED IN FY 2022-23**

**TABLE OF CONTENTS**

<b>PAGE #</b>	<b>TOPIC</b>
1	Property Tax Collection Costs for FY 2021-22
2	Property Tax Costs by Category FY 2021-22
3	Summary of Costs and Revenue
4	Summary of Revenue 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 FY 2021-22  
For Charges in FY 2022-23

Fund	Tax Entities	FY 2022-23 Admin Factor <sup>1</sup>	Cost Allocation
1000	NAPA COUNTY	17.7347%	\$ 730,048
<b>2100</b>	<b>FIRE NON-STRUCTURAL</b>	<b>1.5532%</b>	<b>63,937</b>
<b>2020</b>	<b>LIBRARY</b>	<b>2.0666%</b>	<b>85,072</b>
<b>2100</b>	<b>FIRE PROTECTION</b>	<b>1.4389%</b>	<b>59,232</b>
<b>15100</b>	<b>CITY OF CALISTOGA</b>	<b>0.5042%</b>	<b>20,755</b>
<b>15200</b>	<b>CITY OF NAPA</b>	<b>5.7152%</b>	<b>235,266</b>
<b>15300</b>	<b>CITY OF ST HELENA</b>	<b>0.9973%</b>	<b>41,054</b>
<b>15400</b>	<b>TOWN OF YOUNTVILLE</b>	<b>0.2712%</b>	<b>11,164</b>
<b>18800</b>	<b>CITY OF AMERICAN CANYON</b>	<b>2.0881%</b>	<b>85,957</b>
<b>5220</b>	<b>LAKE BERRYESSA RESORT IMPROVEMENT DIST</b>	<b>0.0075%</b>	<b>309</b>
<b>5240</b>	<b>NAPA BERRYESSA RESORT IMPROVEMENT DIST</b>	<b>0.0108%</b>	<b>445</b>
<b>2860</b>	<b>MONTICELLO CEMETERY DISTRICT</b>	<b>0.0068%</b>	<b>280</b>
<b>09504</b>	<b>CIRCLE OAKS WATER DISTRICT</b>	<b>0.0085%</b>	<b>350</b>
<b>7400</b>	<b>CONGRESS VALLEY WATER DISTRICT</b>	<b>0.0231%</b>	<b>951</b>
<b>18900</b>	<b>AMERICAN CANYON FIRE DISTRICT</b>	<b>1.0888%</b>	<b>44,820</b>
<b>7100</b>	<b>NAPA COUNTY MOSQUITO ABATEMENT DISTRICT</b>	<b>0.3649%</b>	<b>15,021</b>
<b>7300</b>	<b>NAPA COUNTY RESOURCE CONSERVATION DISTRICT</b>	<b>0.0889%</b>	<b>3,660</b>
<b>7500</b>	<b>NAPA COUNTY RIVER RECLAMATION DISTRICT</b>	<b>0.0062%</b>	<b>255</b>
<b>9503</b>	<b>BAY AREA AIR QUALITY MANAGEMENT DIST</b>	<b>0.2756%</b>	<b>11,345</b>
9020	HOWELL MOUNTAIN ELEMENTARY SCHOOL DISTRICT	0.3514%	14,465
9060	POPE VALLEY ELEMENTARY SCHOOL DISTRICT	0.3011%	12,395
9300	FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT	0.1486%	6,117
9010	CALISTOGA UNIFIED SCHOOL DISTRICT	3.3596%	138,298
9050	NAPA VALLEY UNIFIED SCHOOL DISTRICT	30.7909%	1,267,506
9070	ST HELENA UNIFIED SCHOOL DISTRICT	7.5097%	309,137
9030	NAPA VALLEY COMMUNITY COLLEGE	8.0653%	332,008
9310	SOLANO COUNTY OFFICE OF EDUCATION	0.0060%	247
9040	NAPA COUNTY OFFICE OF EDUCATION	3.0571%	125,845
9490	EDUCATIONAL REVENUE AUGMENTATION FUND	12.1598%	500,558
	<b>Total Property Tax Admin Fee Cost Allocation</b>	<b>100.0000%</b>	<b>\$ 4,116,497</b>
			-
		<b>Net Amount Billed</b>	<b>679,873</b>

Percent of Total Cost Recoverable 16.5%

**Notes**

- R&T 95.3 requires use of current year factors for prior year actual costs.
- All entities are included for factors. Only entities in Bold are charged.

**COUNTY OF NAPA  
ALLOCATION OF NET PROPERTY TAX COLLECTION COSTS  
BY CATEGORY  
FY 2021-22**

	<u>TOTAL COST</u>	<u>PERCENTAGE</u>	<u>ALLOCATION</u>
COUNTY	\$ 4,116,497	22.7934%	\$ 938,290
CITIES	4,116,497	9.5760%	\$ 394,196
SPECIAL DISTRICTS	4,116,497	1.8811%	\$ 77,435
EDUCATION	4,116,497	<u>65.7495%</u>	<u>\$ 2,706,576</u>
<b>TOTAL ALLOCATION</b>		<u><u>100.0000%</u></u>	<u><u>\$ 4,116,497</u></u>

**COUNTY OF NAPA**  
**SUMMARY OF PROPERTY TAX COLLECTION COSTS AND REVENUE**  
**PURSUANT TO SB 2557**  
**FY 2021-22**

**Direct and Indirect Costs:**

Auditor-Controller	\$ 455,439	
Treasurer-Tax Collector	976,451	
Assessor	3,695,363	
County Counsel	33,121	
CEO - Clerk of the Board	40,880	
Assessment Appeals Board	<u>11,692</u>	
<b>Total Direct &amp; Indirect Costs</b>		<b>\$ 5,212,946</b>

**Less: Revenue from Property Tax Assessments**

Non-Departmental Revenue	\$ (815,375)	
Auditor-Controller	(133,905)	
Treasurer-Tax Collector	(65,091)	
Assessor	(68,967)	
County Counsel	-	
CEO - Clerk of the Board	(13,111)	
Assessment Appeals Board	<u>-</u>	
<b>Total Revenue</b>		<b><u>(1,096,449)</u></b>
<b>Net Property Tax Collection Costs FY 2021-22</b>		<b><u><u>\$ 4,116,497</u></u></b>

**COUNTY OF NAPA**  
**PROPERTY TAX COLLECTIONS COST**  
**SUMMARY OF REVENUES FROM PROPERTY TAX ASSESSMENTS**  
**FY 2021-22**

<u>BY DEPARTMENT</u>	<u>REVENUE ACCOUNT #</u>	<u>REVENUES</u>	<u>TOTALS</u>
<b>NON-DEPARTMENTAL REVENUE - 1050000</b>			
State-SB90 Mandates (Unitary/ERAF Reimb)	43710	14,919	
County Redemption Fees Collected (80400 \$10)	44400	5,690	
Supplemental 5% Admin Fee - AB 2890 (81000)	46106	794,766	
<b>Total Non-Departmental Revenue</b>			<b>\$ 815,375</b>
<b>AUDITOR-CONTROLLER - 1100000</b>			
Property Tax Admin Fees	46105	\$ 132,154	
Charges for Services (RPTTF)	46800	1,751	
Intrafund Transfers-In	49900	-	
<b>Total Auditor-Controller</b>			<b>133,905</b>
<b>TREASURER-TAX COLLECTOR - 1120000</b>			
Penalty & Costs - Delinquent Tax	44400	\$ 35,407	
Treasury Fees - Returned Checks, Cortac CD, Title Fees	46100	20,348	
Property Tax Admin Fees	46105	9,216	
Copies/Reports	46195	120	
Cash Over/Short - Ptax	47600	-	
Intrafund Transfers-In	49900	-	
<b>Total Treasurer-Tax Collector</b>			<b>65,091</b>
<b>ASSESSOR - 1140000</b>			
Property Tax Admin Fees	46105	\$ -	
Recording Fees	46190	-	
Copies/Reports	46195	7,810	
Charges for Services	46800	61,157	
Transfers-In	48200	-	
Intrafund Transfers-In	49900	-	
<b>Total Assessor</b>			<b>68,967</b>
<b>COUNTY COUNSEL - 1200000</b>			
Property Tax Admin Fees	46105	-	
<b>Total County Counsel</b>			<b>-</b>
<b>CEO - CLERK OF THE BOARD - 1020000</b>			
Property Tax Admin Fees	46105	-	
Clerk Fees	46155	13,111	
<b>Total COE - Clerk of the Board</b>			<b>13,111</b>
<b>ASSESSMENT APPEALS BOARD - 1020000</b>			
Property Tax Admin Fees	46105	-	
<b>Total Assessment Appeals Board</b>			<b>-</b>
<b>TOTAL REVENUE FOR PROPERTY TAX ASSESSMENTS</b>			<b><u>\$ 1,096,449</u></b>

Source: Tyler Munis Statement of Revenues and Expenses FY 2021-22

**COUNTY OF NAPA  
SUMMARY OF PROPERTY TAX COLLECTION COSTS  
BY DEPARTMENT  
FY 2021-22**

<u>BY DEPARTMENT</u>	<u>COSTS</u>	<u>TOTAL</u>
<b>AUDITOR-CONTROLLER</b>		
Direct Costs	\$ 441,022	
Indirect Costs	14,417	
<b>Total Costs - Auditor-Controller</b>		<b>\$ 455,439</b>
<b>TREASURER-TAX COLLECTOR</b>		
Direct Costs	\$ 945,198	
Indirect Costs	31,253	
<b>Total Costs - Treasurer-Tax Collector</b>		<b>976,451</b>
<b>ASSESSOR</b>		
Direct Costs	\$ 3,517,146	
Indirect Costs	178,217	
<b>Total Costs - Assessor</b>		<b>3,695,363</b>
<b>COUNTY COUNSEL</b>		
Direct Costs	\$ 32,228	
Indirect Costs	893	
<b>Total Costs - County Counsel</b>		<b>33,121</b>
<b>CEO - CLERK OF THE BOARD</b>		
Direct Costs	\$ 37,125	
Indirect Costs	3,755	
<b>Total Costs - COE - Clerk of the Board</b>		<b>40,880</b>
<b>ASSESSMENT APPEALS BOARD</b>		
Direct Costs	\$ 10,346	
Indirect Costs	1,346	
<b>Total Costs - Board of Supervisors</b>		<b>11,692</b>
<b>Total Property Tax Collection Costs 2021-22</b>		<b>\$ 5,212,946</b>

**County of Napa  
AUDITOR-CONTROLLER  
PROPERTY TAX COLLECTIONS COST  
DIRECT AND INDIRECT COST CALCULATIONS  
FY 2021-22**

POSITIONS	Total Compensation			PROP TAX PERCENT	PROP TAX SALARIES & BENEFITS
	ANNUAL SALARIES	ANNUAL BENEFITS	TOTAL SALARIES & BENEFITS		
Auditor-Controller	\$ 235,821	\$ 70,598	\$ 306,419	10.00%	\$ 30,642
Assistant Auditor-Controller	169,604	63,174	232,778	20.00%	46,556
Property Tax Manager	147,703	46,379	194,082	20.00%	38,816
Property Tax Specialist	88,066	31,159	119,226	100.00%	119,226
Accountant-Auditor I	30,367	440	30,808	57.00%	17,560
Accountant-Auditor I	20,084	8,696	28,780	100.00%	28,780
Accountant-Auditor I	20,152	12,808	32,960	100.00%	32,960
Accountant-Auditor I	38,390	20,291	58,681	100.00%	58,681
<b>Total</b>	<b>\$ 750,187</b>	<b>\$ 253,546</b>	<b>\$ 1,003,734</b>		<b>\$ 373,221</b>

Ratio of Property Tax Salaries & Benefits to Total Actual Salaries & Benefits:

\$ 373,221 /

\$ 3,065,235 = 12.1759%

**2021-22 Direct Costs:**

Salaries and Benefits

\$ 373,221

Services and Supplies

67,801

**Total Direct Costs**

**\$ 441,022**

**Indirect Costs:**

Actuals Year 2021-22

\$ 118,406 x

12.1759% = 14,417

Plan Year 2023-24

**Total Auditor-Controller Costs**

**\$ 455,439**

**County of Napa**  
**TREASURER-TAX COLLECTOR**  
**PROPERTY TAX COLLECTIONS COST**  
**DIRECT AND INDIRECT COST CALCULATIONS**  
**FY 2021-22**

POSITIONS	Total Compensation				
	ANNUAL SALARIES	ANNUAL BENEFITS	TOTAL SALARIES & BENEFITS	PROP TAX PERCENT	PROP TAX SALARIES & BENEFITS
Treasurer-Tax Collector	\$ 212,995	\$ 79,867	\$ 292,862	33.10%	96,932
Treasury Manager	107,592	34,193	141,785	0.00%	-
Supervising Accounting Specialist	87,749	39,875	127,624	100.00%	127,624
Supervising Accounting Specialist	76,977	42,768	119,745	0.00%	-
Accounting Specialist	78,160	30,274	108,434	2.47%	2,679
Accounting Specialist	83,670	39,162	122,832	35.19%	43,228
Senior Account Clerk	67,746	40,794	108,540	0.00%	-
Senior Account Clerk	64,463	34,337	98,800	100.00%	98,800
Senior Account Clerk	19,667	13,691	33,358	3.65%	1,218
Account Clerk II	32,692	9,468	42,159	9.57%	4,033
Account Clerk II	56,622	34,571	91,192	0.92%	838
Account Clerk II	18,490	6,939	25,430	100.00%	25,430
Account Clerk II	23,584	10,831	34,416	40.05%	13,785
Account Clerk II	55,365	35,970	91,335	99.53%	90,901
Account Clerk II	56,499	25,771	82,271	100.00%	82,271
Account Clerk II	7,282	106	7,387	100.00%	7,387
Extra Help	6,259	91	6,350	0.00%	-
Total	<u>\$ 1,055,812</u>	<u>\$ 478,709</u>	<u>\$ 1,534,521</u>		<u>\$ 595,126</u>
Ratio of Property Tax Salaries & Benefits to Total Actual Salaries & Benefits:					
	\$ 595,126	/		\$ 1,534,521 =	<u>38.7825%</u>
<b>2021-22 Direct Costs:</b>					
Salaries and Benefits					\$ 595,126
Services and Supplies					<u>350,072</u>
<b>Total Direct Costs</b>					<b>\$ 945,198</b>
<b>Indirect Costs:</b>					
Actuals Year 2021-22	\$ 80,586	x		38.7825% =	<u>31,253</u>
Plan Year 2023-24					
<b>Total Treasurer-Tax Collector Costs</b>					<b><u>\$ 976,451</u></b>

**County of Napa**  
**ASSESSOR**  
**PROPERTY TAX COLLECTIONS COST**  
**DIRECT AND INDIRECT COST CALCULATIONS**  
**FY 2021-22**

Ratio of Property Tax Salary to Total Actual Salaries:

Assessor Staff work 100% of their time in Property Tax related duties.

The Assessor is also the County Elections Official. Only 50.0% of his time is applied to Property Tax for 21-22.

**2021-22 Direct Costs:**

Salaries and Benefits				\$	2,761,547
Services and Supplies	\$	755,599	x	100.00% =	<u>755,599</u>
<b>Total Direct Costs</b>				<b>\$</b>	<b>3,517,146</b>
<b>Indirect Costs:</b>					
Actuals Year 2021-22	\$	178,217	x	100.00% =	<u>178,217</u>
Plan Year 2023-24					
<b>Total Assessor Costs</b>				<b>\$</b>	<b><u><u>3,695,363</u></u></b>

**County of Napa  
COUNTY COUNSEL  
PROPERTY TAX COLLECTIONS  
DIRECT AND INDIRECT COST CALCULATIONS  
FY 2021-22**

POSITIONS	Salary Component				
	ANNUAL SALARIES	ANNUAL BENEFITS	TOTAL SALARIES & BENEFITS	PROP TAX PERCENT	DIRECT SALARIES
County Counsel	\$ 67,466	\$ 20,340	\$ 87,806	0.033%	\$ 29
Deputy County Counsel IV	112,030	43,119	155,149	2.547%	\$ 3,951
Deputy County Counsel III	163,315	68,818	232,133	3.569%	\$ 8,284
Deputy County Counsel III	163,046	62,684	225,730	5.337%	\$ 12,047
Deputy County Counsel III	169,381	55,651	225,032	0.322%	\$ 725
Paralegal	78,198	39,637	117,835	0.101%	\$ 119
<b>Total</b>	<b>\$ 753,437</b>	<b>\$ 290,249</b>	<b>\$ 1,043,685</b>		<b>\$ 25,155</b>
Ratio of Property Tax Salaries & Benefits to Total Actual Salaries & Benefits:					
	\$ 25,155 /			\$ 3,764,374 =	<u>0.6682%</u>
<b>2021-22 Direct Costs:</b>					
Salaries and Benefits					\$ 25,155
Services and Supplies	\$ 1,058,529 x			0.6682% =	<u>7,073</u>
<b>Total Direct Costs</b>					<b>\$ 32,228</b>
<b>Indirect Costs:</b>					
Actuals Year 2021-22	\$ 133,637 x			0.6682% =	<u>893</u>
Plan Year 2023-24					
<b>Total County Counsel Costs</b>					<b>\$ 33,121</b>

**County of Napa  
CEO - CLERK OF THE BOARD  
PROPERTY TAX COLLECTIONS  
DIRECT AND INDIRECT COST CALCULATIONS  
FY 2021-22**

POSITIONS	Salary Component				
	ANNUAL SALARIES	ANNUAL BENEFITS	TOTAL SALARIES & BENEFITS	PROP TAX PERCENT	DIRECT SALARIES
Deputy Clerk of the Board	\$ 81,756	\$ 31,995	\$ 113,751	28.15%	\$ 32,021
Board Clerk II	52,236	23,339	\$ 75,575	0.31%	\$ 234
<b>Total</b>	<b>\$ 133,992</b>	<b>\$ 55,333</b>	<b>\$ 189,326</b>		<b>\$ 32,255</b>
Ratio of Property Tax Salaries & Benefits to Total Actual Salaries & Benefits:	\$ 32,255			/ \$ 3,145,327 =	<u>1.0255%</u>
<b>2021-22 Direct Costs:</b>					
Salaries and Benefits					\$ 32,255
Services and Supplies	\$ 474,873			x 1.0255% =	<u>4,870</u>
<b>Total Direct Costs</b>					<b>\$ 37,125</b>
<b>Indirect Costs:</b>					
Actuals Year 2021-22	\$ 366,193			x 1.0255% =	<u>3,755</u>
Plan Year 2023-24					
<b>Total CEO - Clerk of the Board Costs</b>					<b>\$ 40,880</b>

**County of Napa  
ASSESSMENT APPEALS BOARD  
PROPERTY TAX COLLECTIONS  
DIRECT AND INDIRECT COST CALCULATIONS  
FY 2021-22**

<u>POSITIONS</u>	<u>Salary Component</u>		
	<u>ANNUAL STIPENDS</u>	<u>PROP TAX PERCENT</u>	<u>DIRECT STIPENDS</u>
Assessment Appeals Board Member	\$ 1,800	100.00%	\$ 1,800
Assessment Appeals Board Member	1,600	100.00%	1,600
Assessment Appeals Board Member	1,800	100.00%	1,800
Assessment Appeals Board Member	1,800	100.00%	1,800
Assessment Appeals Board Member	1,600	100.00%	1,600
<b>Total</b>	<b><u>\$ 8,600</u></b>		<b><u>\$ 8,600</u></b>
Ratio of Property Tax Salary to Total Actual Salaries:	\$ 8,600	/ \$ 2,338,895 =	<u>0.3677%</u>
<b>2021-22 Direct Costs:</b>			
Stipends	\$ 8,600	x 100.00% =	\$ 8,600
Services and Supplies	\$ 474,873	x 0.3677% =	<u>1,746</u>
<b>Total Direct Costs</b>			<b><u>\$ 10,346</u></b>
<b>Indirect Costs:</b>			
Actuals Year 2021-22	\$ 366,193	x 0.3677% =	<u>1,346</u>
Plan Year 2023-24			
<b>Total Assessment Appeals Board</b>			<b><u>\$ 11,692</u></b>



# Napa County

## Board Agenda Letter

Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0396

**TO:** Board of Supervisors  
**FROM:** Tracy Schulze - Auditor-Controller  
**REPORT BY:** Raymond Francis - Accountant-Auditor I  
**SUBJECT:** Authorization for the Auditor-Controller to deny state assessed unitary property tax refund claims for Tax Years 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23

### **RECOMMENDATION**

Auditor-Controller requests authorization to deny seventeen (17) State assessed unitary property tax refund claims for return of 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 taxes paid on Assessor Parcel Numbers 799-000-162, 799-000-181, 799-000-218, 799-000-173, and 799-000-222 (five Telecom properties), pursuant to Revenue and Taxation Code Section 100 and Section 5096.

### **EXECUTIVE SUMMARY**

Auditor-Controller is required to calculate the tax rate necessary for the timely and accurate billing of property tax in Napa County. The California Constitution Articles XIII and XIII A and Revenue and Taxation Code direct the counties on the property tax process, including state assessed unitary property. The Auditor-Controller's Office has received seventeen property tax refund claims from unitary property owners (five Telecom companies) for paid 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 taxes. The property owners' claims state the unitary property tax rate is in excess of the rate allowed by the California Constitution, and have requested a combined refund of \$945,015.13, plus interest.

The Auditor-Controller's Office has followed all the requirements of Revenue and Taxation Code Section 100 directing the establishment and calculation of the unitary tax rate for tax years 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23. The unitary tax rate process has been previously audited by the State Controller's Office and deemed calculated in compliance with State law. The Auditor-Controller is requesting the Board's authorization to deny the claims.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	If further claims for other tax years are received, there would be similar reductions to property tax revenue for those years.

Consequences if not approved: Napa County is required to tax all state assessed property as set out in Revenue and Tax Code 100. If the requirements are not followed, the County will not be in compliance.

County Strategic Plan pillar addressed: Effective and Open Government

### **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.

### **BACKGROUND AND DISCUSSION**

In California, the California Constitution and Revenue and Taxation Code legislate property tax. Under Article XIII, Section 1 (a) all property is taxable. Under Section 19 the state Board of Equalization is required to annually assess property owned or used by telegraph or telephone companies. This property shall be subject to taxation to the same extent and in the same manner as other property. Article XIII A Section 1 (a) states the maximum amount of any ad valorem tax on real property shall not exceed one percent (1%) of the full cash value of such property. The one percent (1%) tax to be collected by the counties and apportioned according to law to the districts within the counties. Section 1 (b) states the limitation provided for subdivision (a) shall not apply to ad valorem taxes or special assessment to pay the interest and redemption charges on any of the listed voter approved debt, such as school bonds. Revenue and Taxation Code Section 723 and 723.1 instructs the state Board of Equalization regarding valuing property and defines certain state assessed properties as "unitary property" and "nonunitary property". Revenue and Taxation Code Section 100 instructs the County how the values and revenues for unitary property shall be allocated. Section 100 (a) requires the County to establish one countywide tax rate area. The assessed value of all unitary and operating nonunitary property shall be assigned to this tax rate area. No other property shall be assigned to this tax rate area. Section 100 (b) requires property assigned to the tax rate area created by subdivision (a) to be taxed for the counties ad valorem tax levies at a rate as proscribed by a set formula.

The claimants have challenged the state requirements and stated they are entitled to a refund of a portion of their paid 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 unitary taxes plus interest, on the grounds the taxes were erroneously or illegally collected, or illegally assessed or levied, and gave the following reasons:

- a. The property tax rate applied to compute claimant's property tax was in excess of the rate applied in the same year to the property in the county assessed by the assessor of Napa County in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*.
- b. The property tax rate applied to compute claimants property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.

The claimants are currently engaged in litigation with Riverside and Santa Clara Counties over those counties' denial of claimants' tax refund claims on similar grounds. On January 6, 2023, the 6th District Court of Appeal decided in favor of Santa Clara County.

In consultation with County Counsel, the Auditor-Controller's Office has reviewed the claims and the audited County practices for unitary taxation. Napa County follows the requirements of Revenue and Taxation Code Section 100 for the calculation of the unitary tax rate. Therefore, the Auditor-Controller has determined that no refund is allowable to the property owner and requests the Board to instruct the Auditor-Controller's Office to

deny the claims. This is the fifth year of this request.



A Tradition of Stewardship  
A Commitment to Service

TRACY A. SCHULZE  
AUDITOR-CONTROLLER

## NAPA COUNTY DEPARTMENT OF AUDITOR-CONTROLLER

1195 THIRD STREET, SUITE B10  
NAPA, CALIFORNIA 94559  
PHONE: (707) 253-4551, FAX: (707) 226-9065

ADDRESS ALL CORRESPONDENCE TO:  
PROPERTY TAX SERVICES DIVISION  
1195 THIRD STREET, SUITE B10  
NAPA, CA 94559

### NAPA COUNTY PROPERTY TAX CLAIM FOR REFUND

<b>Step 1:</b>	Requestor's name <b>Gary Hunter, AVP TAX</b>		Tax Agent Registration # N/A	
<b>Requestor's name and address (If requestor is an agent, please provide Tax Agent Registration #)</b>	Present mailing address (number and street) <b>1010 Pine St, ROOM 9E-L-01</b>		Email Address <b>gh8190@att.com</b>	
	City, town or post office, state, ZIP code <b>St Louis, MO 63101</b>		Phone (area code and number) <b>214-782-3738</b>	
<b>Step 2:</b>	Owner's name <b>Pacific Bell</b>			
<b>Describe the property</b>	Assessor's Identification Number (Mapbook - Page - Parcel) <b>Assessment #799-000-162-000 Map 0279 28 000FF Par 01</b>		Unsecured Bill Number	
	Year <b>2018-19</b>	Sequence	Tax Rate Area <b>090-000</b>	
	Situs address (number and street) <b>SBE assessed unitary property</b>			
	City, town or post office, state, ZIP code			
<b>Step 3:</b>	If yes, what is the assessment appeal application number?	Filing date	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, when?
<b>Did you file an appeal with the Assessment Appeals Board?</b>			Did you receive a Notice of Board Action? <input type="checkbox"/>	<b>NOTE:</b> If you designated your Assessment Appeal Application as a Claim for Refund, there is <u>no</u> need to file this application.
<b>Step 4:</b>	Reason:  <b>SEE ATTACHED</b>			
<b>Describe reason for property tax refund</b>				
<b>Attach additional documents if necessary</b>				
<b>Step 5:</b>	Tax amount <b>471,146</b>	Penalty amount	Redemption penalty amount	Cost amount Fee amount
<b>Amount of property tax refund</b>				<b>471,146</b>
<b>Step 6:</b>	I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.			
<b>Sign the application</b>	sign here → Signature		Date <b>11/15/2022</b>	
	Title (If applicable) <b>AVP TAX</b>			
	If this claim is for a company, the person signing must state their title.			
<b>Step 7:</b>	Napa County Auditor-Controller Property Tax Services Division 1195 Third Street, Suite B10 Napa, CA 94559			
<b>Mail application to:</b>				
<b>Contact Numbers</b>	Customer Service: (707) 253-4551		FAX: (707) 226-9065	

*Please submit a separate form for each tax year for which you are requesting refund. Claim must be filled out completely and signed in order to be deemed a properly executed claim.*

## CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of *NAPA*, California.

The undersigned, as *AVP TAX* of *AT&T Services*, as delegated by the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$ 471,146 in taxes levied for the fiscal year 2018-19. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was *Pacific Bell*, a corporation duly organized and existing under the laws of the State of California, with its principal place of business located at 430 Bush Street, San Francisco, San Francisco County, California.
2. For fiscal year 2018-19, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in *NAPA* County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$ 977,817 (Exhibit 1) and paid by claimant in full on or about *December 5, 2018* and *April 2, 2019* (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$ 471,146, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of *NAPA* County, in violation of Article XIII, section 19 of the

California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).

- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.

4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: *November 15, 2022* at 208 S. Akard, Dallas, Texas

Name: Gary Hunter

Title: AVP TAX

Signature: 



**NAPA COUNTY 2018-2019 SECURED PROPERTY TAX BILL  
FOR FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019**

**TAMIE R. FRASIER, TREASURER-TAX COLLECTOR  
1195 Third Street, Suite 108 Napa, CA 94559-3050**

**PROPERTY INFORMATION**

ASMT NUMBER: 799-000-162-000 TAX RATE AREA: 090-000  
 FEE NUMBER: 799-000-162-000 ACRES: 0.00  
 LOCATION: Map 0279 28 016 Par 01 LSD 000  
 LIEN DATE ASSESSEE: PACIFIC BELL TELEPHONE COMPANY

PACIFIC BELL TELEPHONE COMPANY  
 DBA: AT&T CALIFORNIA  
 AT&T PROPERTY TAX DEPT  
 1010 PINE 9E-L-01  
 ST LOUIS MO 63101

**IMPORTANT MESSAGES**

Original bill date 09/06/2018  
 PAY TAXES ONLINE: [www.countyofnapa.org/tax](http://www.countyofnapa.org/tax)  
 PAY TAXES BY PHONE - Call 1-866-269-2015  
 \*\*SUBJECT TO A SERVICE FEE\*\*

**2018-2019**



**COUNTY VALUES, EXEMPTIONS, AND TAXES**

PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = COUNTY TAXES
ADDRESS CHANGE (707) 253-4457	LAND	9,149,494
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	32,603,989
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	3,444,685
EXEMPTION (707) 259-8752		
TAX QUESTION (707) 253-4311		
TAX RATE (707) 253-4577		
VALUATION (707) 259-8740		
VESSEL (707) 253-4457		

NET TAXABLE VALUE 45,198,168 x 1.000000 = \$451,981.68

**VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS**

PHONE NUMBER	TAX CODE	DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = AGENCY TAXES
(707) 253-4577	00003	UNITARY DEBT SERVICE	45,198,168      1.163400      525,835.48

AGENCY TAXES + DIRECT CHARGES + FEES \$525,835.48

<b>1ST INSTALLMENT DUE 11/1/2018</b> DELINQUENT AFTER 12/10/2018	<b>2ND INSTALLMENT DUE 2/1/2019</b> DELINQUENT AFTER 04/10/2019	<b>TOTAL TAXES</b>
\$488,908.58	\$488,908.58	\$977,817.16

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK



JPMorgan Chase Bank, N.A.  
Syracuse, NY

50-937/213

Date  
12/05/2018

Check Number  
3322230625

Pay this amount  
\$498,883.76

PAY  
FOUR HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-THREE AND 76/100

10028620 SS

To the order of  
NAPA COUNTY TAX COLLECTOR  
1195 THIRD STREET STE 108  
NAPA CA 94559

Void 180 days from check date



Security  
Features  
Details on  
Back

⑈3322230625⑈ ⑆021309379⑆ 6301545434509⑈

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12/10/16 001971-334-012 Napa county Treasurer - Tax collector

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\* SECURITY MARK \*  
DO NOT ACCEPT IF SECURITY MARK IS ABSENT  
ENDORSE HERE

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK



JPMorgan Chase Bank, N.A.  
Syracuse, NY

50-937/213

Date 04/03/2019  
Check Number 3322481749

Pay this amount  
\$489,711.88

PAY  
FOUR HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED ELEVEN AND 88/100

10028620 SS

To the order of  
NAPA COUNTY TAX COLLECTOR  
1195 THIRD STREET STE 108  
NAPA CA 94559



Security Features  
Details on Back

Void 180 days from check date

⑈3322481749⑈ ⑆021309379⑆ 6301545434509⑈

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4/10/19 002327 66 188 Napa County Treasurer - Tax collector

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## CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of Napa, California.

The undersigned, as Senior Vice President - Taxation of Sprint Telephony PCS, L.P., PO Box 85022, Bellevue, Washington 98015, the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and requests that the Napa County Board of Supervisors make its order directing the Controller of said County to refund to claimant the sum of \$42,282.92 in taxes levied for the fiscal year 2018-19. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was Sprint Spectrum LP.
2. For fiscal year 2018-19, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$87,502.26 (See Attached) and paid by claimant in full on or about November 30, 2018 (See Attached).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$42,282.92, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Napa County, in violation of Article XIII, section 19 of the California Constitution and *ITT World*

*Communications v. City and County of San Francisco*,  
37 Cal. 3d 859 (1985).

- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: Monday, October 24, 2022 at Dallas, Texas.

*Chris Miller*

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Signature

Christopher Miller, Senior Vice President - Taxation



NAPA COUNTY 2018-2019 SECURED PROPERTY TAX BILL  
FOR FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019

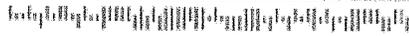
TAMIE R. FRASIER, TREASURER-TAX COLLECTOR  
1195 Third Street, Suite 108 Napa, CA 94559-3050

PROPERTY INFORMATION

ASMT NUMBER: 799-000-222-000 TAX RATE AREA: 090-000  
FEE NUMBER: 799-000-222-000 ACRES: 0.00  
LOCATION: Map 2720 28 001 Par 01 POSS INT 00000  
LIEN DATE ASSESSEE: SPRINT TELEPHONY PCS LP

IMPORTANT MESSAGES

Original bill date 09/06/2018  
PAY TAXES ONLINE: www.countyofnapa.org/tax  
PAY TAXES BY PHONE - Call 1-866-269-2015  
\*\*SUBJECT TO A SERVICE FEE\*\*



SPRINT TELEPHONY PCS LP  
PROPERTY TAX DEPT  
6500 SPRINT PARKWAY  
MAILSTOP: KSOPHLSA802  
OVERLAND PARK KS 66251-5333

000107 0025298



COUNTY VALUES, EXEMPTIONS, AND TAXES

PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = COUNTY TAXES
ADDRESS CHANGE (707) 253-4457	LAND	67,265
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	302,779
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	3,874,620
EXEMPTION (707) 250-8752		
TAX QUESTION (707) 253-4311		
TAX RATE (707) 253-4577		
VALUATION (707) 259-8740		
VESSEL (707) 253-4457		

NET TAXABLE VALUE 4,044,664 x 1.000000 = \$40,446.64

VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS

PHONE NUMBER	TAX CODE	DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = AGENCY TAXES
(707) 253-4477	00001	UNITARY DEBT SERVICE	4,044,664 1.163400 47,055.62

AGENCY TAXES + DIRECT CHARGES + FEES \$47,055.62

1ST INSTALLMENT DUE 11/1/2018 DELINQUENT AFTER 12/10/2018 \$43,751.13	2ND INSTALLMENT DUE 2/1/2019 DELINQUENT AFTER 04/10/2019 \$43,751.13	TOTAL TAXES \$87,502.26
--	---	-------------------------

NAPA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-222-000  
FEE NUMBER: 799-000-222-000  
DESCRIPTION: Map 2720 28 001 Par 01 POSS INT 000000672  
CURRENT OWNER: SPRINT TELEPHONY PCS LP

2018-2019

MAKE CHECK PAYABLE TO:  
Napa County Tax Collector  
1195 Third Street Suite 108  
Napa, CA 94559

2nd  
INSTALLMENT

PROPERTY TAX DEPT  
6500 SPRINT PARKWAY  
MAILSTOP: KSOPHLSA802  
OVERLAND PARK KS 66251-5333

TOTAL AMOUNT DUE 2/1/2019	\$43,751.13
AFTER APRIL 10, 2019 ADD 10% PENALTY + \$10 COST CHARGE	\$4,375.11
TOTAL DELINQUENT INSTALLMENT DUE	\$48,126.24
ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2019	

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M.  
OR POSTMARKED BY 4/10/2019. LATE PAYMENTS WILL BE  
RETURNED FOR PENALTY.

7990002220007201800000043751136200004813624820180

NAPA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-222-000  
FEE NUMBER: 799-000-222-000  
DESCRIPTION: Map 2720 28 001 Par 01 POSS INT 000000672  
CURRENT OWNER: SPRINT TELEPHONY PCS LP

2018-2019

MAKE CHECK PAYABLE TO:  
Napa County Tax Collector  
1195 Third Street Suite 108  
Napa, CA 94559

1st  
INSTALLMENT

PROPERTY TAX DEPT  
6500 SPRINT PARKWAY  
MAILSTOP: KSOPHLSA802  
OVERLAND PARK KS 66251-5333

THIS AMOUNT DUE 11/1/2018	\$43,751.13
AFTER DECEMBER 10, 2018 ADD 10% PENALTY	\$4,375.11
TOTAL DELINQUENT INSTALLMENT DUE	\$48,126.24
TO PAY TOTAL TAXES. RETURN BOTH STUBS BY DECEMBER 10, 2018 WITH PAYMENT OF	\$87,502.26

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M.  
OR POSTMARKED BY 12/10/2018. LATE PAYMENTS WILL BE  
RETURNED FOR PENALTY.

79900022200072018000000437511361000004813624820180

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

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Phoenix, AZ 85082-3670

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Bank of America  
Bank Of America, N.A.  
Atlanta, DeKalb County, Georgia

641278  
611

No. 14069955

CHECK DATE  
09/26/2018

CHECK AMOUNT  
\$\*\*\*\*\*87,502.26

PAY

87,502 DOLLARS AND 26 CENTS

-- 01 000012 16110 E 1 A727

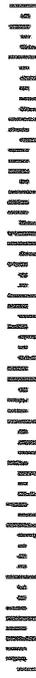
VOID IF NOT CASHED WITHIN 180 DAYS

COUNTY OF NAPA CA  
TAX COLLECTOR  
1195 THRID STREET  
ROOM # 108  
NAPA, CA 94559-3035

TO THE  
ORDER  
OF

Security features  
included.  
Details on back.

Authorized Signature



⑈ 14069955⑈ ⑆ 06112788⑆ 3299791352⑈

00198429

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X

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\*FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

10/3/18 001638 274 707 Napa County Treasurer - Tax Collector

## **CLAIM FOR REFUND OF PROPERTY TAXES**

To: Board of Supervisors, County of Napa, California.

The undersigned, as Senior Vice President - Taxation of Sprint Spectrum, L.P., PO Box 85022, Bellevue, Washington 98015, the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and requests that the Napa County Board of Supervisors make its order directing the Controller of said County to refund to claimant the sum of \$48,252.02 in taxes levied for the fiscal year 2019-20. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was Sprint Spectrum LP.
2. For fiscal year 2019-20, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$97,478.00 (See Attached) and paid by claimant in full on or about November 30, 2019 (See Attached).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$48,252.02, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Napa County, in violation of Article XIII, section 19 of the California Constitution and *ITT World*

*Communications v. City and County of San Francisco*,  
37 Cal. 3d 859 (1985).

- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: Wednesday, December 21, 2022 at Dallas, Texas.

*Chris Miller*

---

Signature

Christopher Miller, Senior Vice President - Taxation



NAPA COUNTY 2019-2020 SECURED PROPERTY TAX BILL  
FOR FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

JAMES B. HUDAK, TREASURER-TAX COLLECTOR  
1195 Third Street, Suite 108 Napa, CA 94559-3050

**PROPERTY INFORMATION**

ASMT NUMBER: 799-000-222-000 TAX RATE AREA: 090-000 Original bill date 09/10/2019  
 FEE NUMBER: 799-000-222-000 ACRES: 0.00 PAY TAXES ONLINE: www.countyofnapa.org/tax  
 LOCATION: Map 2720 28 001 Par 01 POSS INT 00000672 PAY TAXES BY PHONE - Call 1-866-269-2015  
 LIEN DATE ASSESSEE: SPRINT SPECTRUM LP \*\*SUBJECT TO A SERVICE FEE\*\*

\*\*\*\*\*MIXED AADC 936 1-C027293  
 SPRINT SPECTRUM LP 000122  
 PROPERTY TAX DEPARTMENT 000004  
 6500 SPRINT PARKWAY  
 MAILSTOP KSOPHL5A602  
 OVERLAND PARK KS 66251-5333

**2019-2020**

**COUNTY VALUES, EXEMPTIONS, AND TAXES**

PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = COUNTY TAXES
	LAND	67,265
	STRUCTURAL IMPROVEMENTS	270,573
	PERSONAL PROPERTY	4,100,925
ADDRESS CHANGE (707) 253-4457		
AIRCRAFT (707) 253-4485		
BUSINESS PROP (707) 253-4485		
EXEMPTION (707) 259-8752		
TAX QUESTIONS (707) 253-4311		
TAX RATE (707) 253-4577		
VALUATION (707) 259-8740		
VESSEL (707) 253-4457		

NET TAXABLE VALUE 4,438,763 x 1.000000 = \$44,387.62

**UNITARY DEBT SERVICE ASSESSMENT**

PHONE NUMBER	TAX CODE	DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = AGENCY TAXES
(707) 253-4577	00003	UNITARY DEBT SERVICE	4,438,763 1.190800 52,847.92

AGENCY TAXES + DIRECT CHARGES + FEES **\$52,847.92**

1ST INSTALLMENT 11/1/2019 DELINQUENT AFTER 12/10/2019	2ND INSTALLMENT 2/1/2020 DELINQUENT AFTER 04/10/2020	TOTAL TAXES
\$48,617.77	\$48,617.77	\$97,235.54

**2019-2020** MAKE CHECK PAYABLE TO: **2nd**  
 Napa County Tax Collector  
 1195 Third Street Suite 108  
 Napa, CA 94559  
 INSTALLMENT

ASMT NUMBER: 799-000-222-000  
 FEE NUMBER: 799-000-222-000  
 LOCATION: Map 2720 28 001 Par 01 POSS INT 00000672

CURRENT OWNER:  
 SPRINT SPECTRUM LP  
 PROPERTY TAX DEPARTMENT  
 6500 SPRINT PARKWAY  
 MAILSTOP KSOPHL5A602  
 OVERLAND PARK KS 66251-5333

TOTAL AMOUNT DUE 2/1/2020	\$48,617.77
AFTER APRIL 10, 2020 ADD 10% PENALTY + \$10 COST CHARGE	\$4,871.77
TOTAL DELINQUENT INSTALLMENT DUE	\$53,489.54
ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2020	

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 4/10/2020. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.

799000222000720198000048617772200005348954420198 04102020

**2019-2020** MAKE CHECK PAYABLE TO: **1st**  
 Napa County Tax Collector  
 1195 Third Street Suite 108  
 Napa, CA 94559  
 INSTALLMENT

ASMT NUMBER: 799-000-222-000  
 FEE NUMBER: 799-000-222-000  
 LOCATION: Map 2720 28 001 Par 01 POSS INT 00000672

CURRENT OWNER:  
 SPRINT SPECTRUM LP  
 PROPERTY TAX DEPARTMENT  
 6500 SPRINT PARKWAY  
 MAILSTOP KSOPHL5A602  
 OVERLAND PARK KS 66251-5333

TOTAL AMOUNT DUE 11/1/2019	\$48,617.77
AFTER DECEMBER 10, 2019 ADD 10% PENALTY	\$4,861.77
TOTAL DELINQUENT INSTALLMENT DUE	\$53,479.54
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY DECEMBER 10, 2019 WITH PAYMENT OF	\$97,235.54

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 12/10/2019. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.

799000222000720198000048617772100005347954620198 12102019

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

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Phoenix, AZ 85082-3670

Return Service Requested

Bank of America  
Bank Of America, N.A.  
Atlanta, DeKalb County, Georgia

64-1278  
611

No. 14258204

CHECK DATE  
10/21/2019

CHECK AMOUNT  
\$\*\*\*\*\*97,235.54

**PAY**

**NINETY-SEVEN THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS AND 54 CENTS**

VOID IF NOT CASHED WITHIN 180 DAYS

TO THE  
ORDER  
OF

-- 01 000034 50802 E 1 A727

COUNTY OF NAPA CA  
TAX COLLECTOR  
1195 THRID STREET  
ROOM # 108  
NAPA, CA 94559-3035



Authorized Signature



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included.  
Details on back.

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⑈ 14258204⑈ ⑆061112788⑆ 3299791352⑈



## CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of Napa, California.

The undersigned, as Senior Vice President - Taxation of Sprint Spectrum, L.P., PO Box 85022, Bellevue, Washington 98015, the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and requests that the Napa County Board of Supervisors make its order directing the Controller of said County to refund to claimant the sum of \$41,810.10 in taxes levied for the fiscal year 2020-21. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was Sprint Spectrum LP.
2. For fiscal year 2020-21, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$85,921.46 (See Attached) and paid by claimant in full on or about November 30, 2020 (See Attached).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$41,810.10, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Napa County, in violation of Article XIII, section 19 of the California Constitution and *ITT World*

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JAN 04 2023  
COUNTY OF NAPA  
COUNTY EXECUTIVE OFFICE

*Communications v. City and County of San Francisco*,  
37 Cal. 3d 859 (1985).

- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: Wednesday, December 21, 2022 at Dallas, Texas.

*Chris Miller*

---

Signature

Christopher Miller, Senior Vice President - Taxation



NAPA COUNTY 2020-2021 SECURED PROPERTY TAX BILL  
FOR FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021

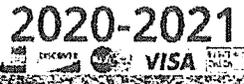
ROBERT G. MINAHEN, TREASURER-TAX COLLECTOR  
1195 Third Street, Suite 108 Napa, CA 94559-3050

PROPERTY INFORMATION

ASMT NUMBER: 799-000-222-000 TAX RATE AREA: 090-000  
FEE NUMBER: 799-000-222-000 ACRES: 0.00  
LOCATION: Map 2720 28 001 Par 01 POSS INT 000000672  
LIEN DATE ASSESSEE: SPRINT SPECTRUM LP

Original bill date 09/03/2020  
PAY TAXES ONLINE: www.countyofnapa.org/tax  
PAY TAXES BY PHONE - Call 1-855-827-2121  
\*\*SUBJECT TO A SERVICE FEE\*\*

SPRINT SPECTRUM LP  
PROPERTY TAX DEPARTMENT  
6500 SPRINT PARKWAY  
MAILSTOP KSOPHL5A602  
OVERLAND PARK KS 66251-5333



COUNTY VALUES, EXEMPTIONS, AND TAXES

PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES	TAX RATE /100 = COUNTY TAXES
ADDRESS CHANGE (707) 253-4457	LAND	57,265	
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	242,929	
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	3,878,177	
EXEMPTION (707) 259-8752			
TAX QUESTIONS (707) 253-4311			
TAX RATE (707) 253-4577			
VALUATION (707) 259-8740			
VESSEL (707) 253-4457			

NET TAXABLE VALUE 3,988,371 x 1.000000 = \$39,883.70

VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS

PHONE NUMBER	TAX CODE	DESCRIPTION	ASSESSED VALUES	TAX RATE /100 = AGENCY TAXES
1707 253-4577	00003	UNITARY DEBT SERVICE	3,988,371	1.154300 46,017.76

AGENCY TAXES + DIRECT CHARGES + FEES \$46,037.76

1ST INSTALLMENT 11/1/2020	2ND INSTALLMENT 2/1/2021	TOTAL TAXES
DELINQUENT AFTER 12/13/2020 \$42,960.73	DELINQUENT AFTER 04/13/2021 \$42,960.73	\$85,921.46

NAPA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-222-000  
FEE NUMBER: 799-000-222-000  
LOCATION: Map 2720 28 001 Par 01 POSS INT 000000672  
CURRENT OWNER: SPRINT SPECTRUM LP  
PROPERTY TAX DEPARTMENT  
6500 SPRINT PARKWAY  
MAILSTOP KSOPHL5A602  
OVERLAND PARK KS 66251-5333

2020-2021

MAKE CHECK PAYABLE TO:  
Napa County Tax Collector  
1195 Third Street Suite 108  
Napa, CA 94559

2nd  
INSTALLMENT

TOTAL AMOUNT DUE 2/1/2021	\$42,960.73
AFTER APRIL 12, 2021 ADD 10% PENALTY + \$10 COST CHARGE	\$4,308.07
TOTAL DELINQUENT INSTALLMENT DUE	\$47,268.80
ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2021	

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 4/12/2021. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.

799000222000720206000042960732200004726680320206 04102021

NAPA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-222-000  
FEE NUMBER: 799-000-222-000  
LOCATION: Map 2720 28 001 Par 01 POSS INT 000000672  
CURRENT OWNER: SPRINT SPECTRUM LP  
PROPERTY TAX DEPARTMENT  
6500 SPRINT PARKWAY  
MAILSTOP KSOPHL5A602  
OVERLAND PARK KS 66251-5333

2020-2021

MAKE CHECK PAYABLE TO:  
Napa County Tax Collector  
1195 Third Street Suite 108  
Napa, CA 94559

1st  
INSTALLMENT

TOTAL AMOUNT DUE 11/1/2020	\$42,960.73
AFTER DECEMBER 10, 2020 ADD 10% PENALTY	\$4,296.07
TOTAL DELINQUENT INSTALLMENT DUE	\$47,256.80
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY DECEMBER 10, 2020 WITH PAYMENT OF	\$85,921.46

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 12/10/2020. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.

799000222000720206000042960732100004725680520206 12102020

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Phoenix, AZ 85082-3670

Return Service Requested

Bank of America

Bank Of America, N.A.

Atlanta, DeKalb County, Georgia

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SOFT TACTILE CAPTURE ANTI-FRIB PROTECTION

64-1278

611

No. 14429057

CHECK DATE

10/23/2020

CHECK AMOUNT

\$\*\*\*\*\*85,921.46

PAY

EIGHTY-FIVE THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS AND 46 CENTS

VOID IF NOT CASHED WITHIN 180 DAYS

01 000023 74611 E 1 A727

TO THE  
ORDER  
OF

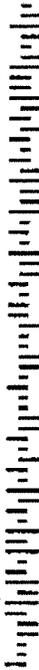
COUNTY OF NAPA CA  
TAX COLLECTOR  
1195 THRID STREET  
ROOM # 108  
NAPA, CA 94559-3035

Authorized Signature



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⑈ 14429057⑈ ⑆06112788⑆ 3299791352⑈

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11/5/20 004524 108 247 Napa County Treasurer - Tax Collector

## CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of Napa, California.

The undersigned, as Senior Vice President - Taxation of Sprint Spectrum, L.P., PO Box 85022, Bellevue, Washington 98015, the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and requests that the Napa County Board of Supervisors make its order directing the Controller of said County to refund to claimant the sum of \$11,168.88 in taxes levied for the fiscal year 2021-22. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was Sprint Spectrum, L.P.
2. For fiscal year 2021-22, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$22,568.64 (See Attached) and paid by claimant in full on or about December 2<sup>nd</sup>, 2021 (See Attached).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$11,168.88, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Napa County, in violation of Article XIII, section 19 of the California Constitution and *ITT World*

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JAN 04 2023

COUNTY OF NAPA  
COUNTY EXECUTIVE OFFICE

*Communications v. City and County of San Francisco*,  
37 Cal. 3d 859 (1985).

- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: Thursday, December 22, 2022 in Dallas, Texas.

*Chris Miller*

---

Signature

Christopher Miller, Senior Vice President - Taxation



**NAPA COUNTY 2021-2022 SECURED PROPERTY TAX BILL  
FOR FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022**

**ROBERT G. MINAHEN, TREASURER-TAX COLLECTOR  
1195 Third Street, Suite 108 Napa, CA 94559-3050**

PROPERTY INFORMATION	IMPORTANT MESSAGES
<b>ASMT NUMBER:</b> 799-000-222-000 <b>TAX RATE AREA:</b> 000-000 <b>FEE NUMBER:</b> 799-000-222-000 <b>ACRES:</b> 0.00 <b>LOCATION:</b> Map 2720 28 001 Par 01 POSS INT 000000672 <b>LIEN DATE ASSESSEE:</b> SPRINT SPECTRUM LP   *****MIXED AADC 936 SPRINT SPECTRUM LP PROPERTY TAX DEPARTMENT 6500 SPRINT PARKWAY MAILSTOP KSOPHL5A602 OVERLAND PARK KS 66251-5333  <div style="text-align: right;">                         1-0025385                          000114                          000006                            0101  </div>	Original bill date 09/09/2021 PAY TAXES ONLINE: www.countyofnapa.org/tax PAY TAXES BY PHONE - Call 1-855-627-2121 **SUBJECT TO A SERVICE FEE**  <div style="text-align: center; font-size: 2em; font-weight: bold; color: #800040;">2021-2022</div> <div style="text-align: center;"> </div>

**COUNTY VALUES, EXEMPTIONS, AND TAXES**

PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES	X TAX RATE /100	= COUNTY TAXES
ADDRESS CHANGE (707) 253-4457	LAND	67,265		
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	37,174		
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	926,281		
EXEMPTION (707) 259-8752				
TAX QUESTIONS (707) 253-4311				
TAX RATE (707) 253-4577				
VALUATION (707) 259-8740				
VESSEL (707) 253-4457				
<b>NET TAXABLE VALUE</b>		1,030,720	x 1.000000	= <b>\$10,307.20</b>

**VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS**

(707) 253-4577	00003	UNITARY DEBT SERVICE	1,030,720	1.188600	12,281.44
<b>AGENCY TAXES + DIRECT CHARGES + FEES</b>					\$12,261.44

1ST INSTALLMENT 11/1/2021 DELINQUENT AFTER 12/10/2021	\$11,284.32	2ND INSTALLMENT 2/1/2022 DELINQUENT AFTER 04/11/2022	\$11,284.32	<b>TOTAL TAXES</b> \$22,568.64
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**NAPA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB**

<b>ASMT NUMBER:</b> 799-000-222-000 <b>FEE NUMBER:</b> 799-000-222-000 <b>LOCATION:</b> Map 2720 28 001 Par 01 POSS INT 000000672 <b>CURRENT OWNER:</b>	2021-2022	<b>MAKE CHECK PAYABLE TO:</b> NAPA COUNTY TAX COLLECTOR PO BOX 6002 WHITTIER, CA 90607
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2<sup>nd</sup>  
INSTALLMENT

<b>TOTAL AMOUNT DUE 2/1/2022</b>	\$11,284.32
AFTER APRIL 11, 2022 ADD 10% PENALTY + \$10 COST CHARGE \$1,138.43	
<b>TOTAL DELINQUENT INSTALLMENT DUE</b> \$12,422.75	
ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2022	

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M.  
OR POSTMARKED BY 4/11/2022. LATE PAYMENTS WILL BE  
RETURNED FOR PENALTY.

Acct #: 223130235

Check #: 3739895

Amount: 22,568.64

Seq#: 6670787795

DO NOT ACCEPT THIS CHECK UNLESS THE FACE FADES FROM BLACK TO RED WITH LOGO IN BACKGROUND. THE BACK OF THIS DOCUMENT HAS HEAT-SENSITIVE INK THAT CHANGES FROM ORANGE TO YELLOW.

**T-Mobile**

T-MOBILE USA, INC.  
12920 SE 38th Street  
Bellevue, WA 98006  
(425) 378-4000

JPMorgan Chase Bank, N.A.  
Syracuse, NY  
50-937/213

3739895  
12/02/2021  
VID 2000030610

**\$\*22,568.64**

\*\*\*Twenty-Two Thousand Five Hundred Sixty-Eight Dollars And 64 Cents

Pay COUNTY OF NAPA CA  
To TAX COLLECTOR  
The 1195 3RD ST RM 108  
Order NAPA, CA 94559-3050  
Of

VOID AFTER 180 DAYS  
THIS CHECK CLEARS THROUGH POSITIVE PAY

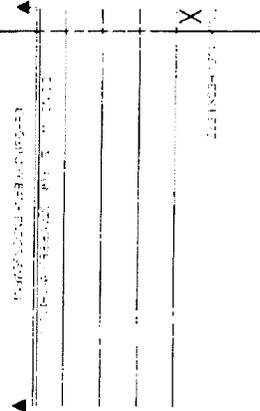
*David [Signature]*

⑈0003739895⑈ ⑆021309379⑆ 223130235⑈  
THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW, DO NOT CASH IF MISSING.

4705838

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12/7/21 000381 74 167 Napa County Treasurer - Tax Collector



## CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of Napa, California.

The undersigned, as Senior Vice President - Taxation of Sprint Spectrum L.P., PO Box 85022, Bellevue, Washington 98015, the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and requests that the Napa County Board of Supervisors make its order directing the Controller of said County to refund to claimant the sum of \$3,810.10 in taxes levied for the fiscal year 2022-23. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was Sprint Spectrum LP.
2. For fiscal year 2022-23, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$7,632.98 (See Attached) and paid by claimant in full on or about December 6<sup>th</sup>, 2022 (See Attached).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$3,810.10, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reason:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Napa County, in violation of Article XIII, section 19 of the California Constitution and *ITT World*

*Communications v. City and County of San Francisco*  
(1985) 37 Cal.3d 859.

4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: Thursday, December 29, 2022 in Dallas, Texas.

*Chris Miller*

---

Signature

Christopher Miller, Senior Vice President - Taxation



# NAPA COUNTY 2022-2023 SECURED PROPERTY TAX BILL FOR FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023

**ROBERT G. MINAHEN, TREASURER-TAX COLLECTOR**  
1195 Third Street, Suite 108 Napa, CA 94559-3050

PROPERTY INFORMATION		IMPORTANT MESSAGES
ASMT NUMBER: 799-000-222-000	TAX RATE AREA: 090-000	Original bill date 09/15/2022 PAY TAXES ONLINE: <a href="http://www.countyofnapa.org/tax">www.countyofnapa.org/tax</a> PAY TAXES BY PHONE - Call 1-855-627-2121 **SUBJECT TO A SERVICE FEE**
FEE NUMBER: 799-000-222-000	ACRES: 0.00	
LOCATION: Map 2720 28 001 Par 01 POSS INT 000001608		
LIEN DATE ASSESSEE: SPRINT SPECTRUM LP		
 *****MIXED AADC 936 SPRINT SPECTRUM LP PROPERTY TAX DEPARTMENT 6500 SPRINT PARKWAY MAILSTOP KSOPHL5A602 OVERLAND PARK KS 66251-5333		<div style="text-align: right;"> <h2>2022-2023</h2> </div>

### COUNTY VALUES, EXEMPTIONS, AND TAXES

PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES	X TAX RATE /100 = COUNTY TAXES
ADDRESS CHANGE (707) 253-4457	LAND	160,845	
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	3,613	
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	181,192	
EXEMPTION (707) 259-8747			
TAX QUESTIONS (707) 253-4311			
TAX RATE (707) 253-4577			
VALUATION (707) 259-8740			
VESSEL (707) 253-4457			

NET TAXABLE VALUE  x  =

### VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS

(707) 253-4577	00003	UNITARY DEBT SERVICE	345,650	1.208300	4,176.48
AGENCY TAXES + DIRECT CHARGES + FEES					<input type="text" value="\$4,176.48"/>

<b>1ST INSTALLMENT 11/1/2022</b> DELINQUENT AFTER 12/12/2022	<b>2ND INSTALLMENT 2/1/2023</b> DELINQUENT AFTER 04/10/2023	<b>TOTAL TAXES</b>
<b>\$3,816.49</b>	<b>\$3,816.49</b>	<b>\$7,632.98</b>

### ↑ TEAR HERE NAPA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

<b>ASMT NUMBER: 799-000-222-000</b> <b>FEE NUMBER: 799-000-222-000</b> <b>LOCATION: Map 2720 28 001 Par 01 POSS INT 000001608</b> <b>CURRENT OWNER:</b> SPRINT SPECTRUM LP PROPERTY TAX DEPARTMENT 6500 SPRINT PARKWAY MAILSTOP KSOPHL5A602 OVERLAND PARK KS 66251-5333	<h1>2022-2023</h1>	<b>MAKE CHECK PAYABLE TO:</b> <b>NAPA COUNTY TAX COLLECTOR</b> 1195 THIRD ST. STE. 108 NAPA, CA 94559-3050	<h1>2<sup>nd</sup></h1> INSTALLMENT										
<b>PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 4/10/2023. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.</b>		<table border="1"> <tr> <td><b>TOTAL AMOUNT DUE 2/1/2023</b></td> <td style="text-align: right;"><b>\$3,816.49</b></td> </tr> <tr> <td colspan="2">AFTER APRIL 10, 2023 ADD 10% PENALTY + \$10 COST CHARGE</td> </tr> <tr> <td></td> <td style="text-align: right;">\$391.64</td> </tr> <tr> <td><b>TOTAL DELINQUENT INSTALLMENT DUE</b></td> <td style="text-align: right;"><b>\$4,208.13</b></td> </tr> <tr> <td colspan="2"><b>ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2023</b></td> </tr> </table>		<b>TOTAL AMOUNT DUE 2/1/2023</b>	<b>\$3,816.49</b>	AFTER APRIL 10, 2023 ADD 10% PENALTY + \$10 COST CHARGE			\$391.64	<b>TOTAL DELINQUENT INSTALLMENT DUE</b>	<b>\$4,208.13</b>	<b>ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2023</b>	
<b>TOTAL AMOUNT DUE 2/1/2023</b>	<b>\$3,816.49</b>												
AFTER APRIL 10, 2023 ADD 10% PENALTY + \$10 COST CHARGE													
	\$391.64												
<b>TOTAL DELINQUENT INSTALLMENT DUE</b>	<b>\$4,208.13</b>												
<b>ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2023</b>													

WATERMARK IN PAPER; HOLD UP TO A LIGHT TO VIEW

**T-MOBILE US, INC (PT)**  
PH: 425-383-5282  
12920 SE 38TH STREET  
BELLEVUE WA 98006

**EAGLE BANK**  
11900 BOURNEFIELD WAY  
SILVER SPRING, MD 20904

**NO. 79427960**

VOID 180 DAYS AFTER ISSUE 200268944 65-358/550

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
12/06/2022	79427960	7,632.98

**PAY** \*\*\* Seven Thousand Six Hundred Thirty-Two And 98/100-Dollars \*\*\*

**\$ \*\* 7,632.98 \*\***

**TO THE ORDER OF**  
**NAPA COUNTY TAX COLLECTOR**  
1195 3RD ST STE 108  
NAPA, CA 94559-3050

Account No: 2000030610  
Invoice No: SD12062022S2000030610  


⑈ 794 27960 ⑈ ⑆ 055003586 ⑆ 200 268944 ⑈

000003⑆500003⑆77⑆

VERIFY FOR AUTHENTICITY

12/12/22 001588 145 331 Napa County Treasurer - Tax Collector

## CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of Napa, California.

The undersigned, as Senior Vice President, Taxation of T-Mobile West LLC, PO Box 85021, Bellevue, Washington 98015, the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$39,838.03 in taxes levied for the fiscal year 2018-19. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was T-Mobile West LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 12920 SE 38<sup>th</sup> St. Bellevue, King County, Washington.
2. For fiscal year 2018-19, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$82,442.70 (Exhibit 1) and paid by claimant in full on or about December 5<sup>th</sup>, 2018 and April 2<sup>nd</sup>, 2019 (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$39,838.03 plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to

property in the county assessed by the assessor of Napa County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).

- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: Monday, October 24, 2022 in Dallas, Texas.

*Chris Miller*

---

Signature

Christopher Miller, Senior Vice President, Taxation

Acct #: 223130235

Check #: 3692648

Amount: 41,221.35

Seq#: 8670776457

DO NOT ACCEPT THIS CHECK UNLESS THE FACE FADES FROM BLACK TO RED WITH LOGO IN BACKGROUND. THE BACK OF THIS DOCUMENT HAS HEAT-SENSITIVE INK THAT CHANGES FROM ORANGE TO YELLOW.

**T-Mobile** T-MOBILE USA, INC.  
12920 SE 38th Street  
Bellevue, WA 98006  
(425) 378-4000

JPMorgan Chase Bank, N.A.  
Syracuse, NY  
50-937/213

3692648  
12/05/2018  
VID 2000030610

**\$\*41,221.35**

\*\*\*Forty-One Thousand Two Hundred Twenty-One Dollars And 35 Cents

Pay To The Order Of: COUNTY OF NAPA CA  
TAX COLLECTOR  
1195 3RD ST RM 108  
NAPA, CA 94559-3050

VOID AFTER 180 DAYS  
THIS CHECK CLEARS THROUGH POSITIVE PAY

*David [Signature]*

⑈0003692648⑈ ⑆021309379⑆ 223130235⑈

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4658478



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Enhanced lead lines on the back of this check should be complete alignment of the check is on a dark background. Under magnification on the front of this check should read "T-MOBILE".

Thermochromic heat sensitive "Secure" mark on the back of this check turns from orange to yellow when rubbed.

ENDORSE CHECK HERE

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DEPOSITOR'S SIGNATURE AND ENDORSEMENT

Standard Register

SECURE DOCUMENT

12/10/18 001968 196 485 Napa County Treasurer - Tax collector

Acct #: 223130235

Check #: 3699648

Amount: 41,221.35

Seq #: 6670983924

DO NOT ACCEPT THIS CHECK UNLESS THE FACE FADES FROM BLACK TO RED WITH LOGO IN BACKGROUND. THE BACK OF THIS DOCUMENT HAS HEAT-SENSITIVE INK THAT CHANGES FROM ORANGE TO YELLOW.

**T-Mobile** T-MOBILE USA, INC.  
12920 SE 38th Street  
Bellevue, WA 98006  
(425) 378-4000

JPMorgan Chase Bank, N.A.  
Syracuse, NY  
50-937/213

3699648  
04/02/2019  
VID 2000030610

**\$\*41,221.35**

\*\*\*Forty-One Thousand Two Hundred Twenty-One Dollars And 35 Cents

VOID AFTER 180 DAYS  
THIS CHECK CLEARS THROUGH POSITIVE PAY

Pay To The Order Of: COUNTY OF NAPA CA  
TAX COLLECTOR  
1195 3RD ST RM 108  
NAPA, CA 94559-3050

*David Sted*

⑈0003699648⑈ ⑈021309379⑈ 223130235⑈

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**Standard Register**

4665523

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SECURE DOCUMENT

ENCORSE CHECK HERE

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DEPOSITORY BANK ENDORSEMENT

SECURE DOCUMENT

Standard Register

4/10/19 002331 104 225

County Treasurer - Tax collector

PLEASE LOOK FOR THE FOLLOWING CHECK SECURITY FEATURES:  
 - Fluorescent artificial watermark on the back of this check when it is held to a degree angle or view under a UV light.  
 - Warning Bands  
 - Engraved face lines on the top of this check should be embossed.  
 - Microprinting - Under magnification, the words "T-MOBILE" should read "T-MOBILE".  
 - Thermochromatic heat sensitive Social Security number on back. Check turns from orange to yellow when heated.

RECEIVED

DEC 29 2022

COUNTY OF NAPA  
COUNTY EXECUTIVE OFFICE**CLAIM FOR REFUND OF PROPERTY TAXES**

To: Board of Supervisors, County of Napa, California.

The undersigned, as Senior Vice President, Taxation of T-Mobile West LLC, PO Box 85021, Bellevue, Washington 98015, the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$40,399.02 in taxes levied for the fiscal year 2019-20. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was T-Mobile West LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 12920 SE 38<sup>th</sup> St. Bellevue, King County, Washington.
2. For fiscal year 2019-20, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$81,410.50 (Exhibit 1) and paid by claimant in full on or about December 6<sup>th</sup>, 2019 and April 9<sup>th</sup>, 2020 (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$40,399.02 plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to

property in the county assessed by the assessor of Napa County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).

- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: Tuesday, December 20, 2022 in Dallas, Texas.

*Chris Miller*

---

Signature

Christopher Miller, Senior Vice President, Taxation

NAPA COUNTY 2019 - 2020 PROPERTY TAX BILL  
James B. Hudak

Napa County Treasurer-Tax Collector, 1195 Third Street, Suite 108, Napa CA 94559-3050  
SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

PROPERTY INFORMATION				IMPORTANT MESSAGES
ASMT NUMBER:	799-000-181-000	TAX RATE AREA:	090000	Original bill date 09/10/2019
ORIG ASMT:	799-000-181-000	ACRES:	0.00	
FEE NUMBER:	799-000-181-000			
LOCATION:	Map 2733 28 002	Par 01	POSS INT 0000	

12920 SE 38TH STREET  
BELLEVUE WA 98006

2019-2020

COUNTY VALUES, EXEMPTIONS, AND TAXES				
PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED
ADDRESS CHANGE (707) 253-4457	LAND	0	110574	110574
AIRCRAFT (707) 253-4485		0	0	0
BUSINESS PROP (707) 253-4485		0	0	0
EXEMPTION (707) 259-8752	STRUCTURAL IMPROVEMENTS	0	2325441	2325441
TAX QUESTIONS (707) 253-4311	PERSONAL PROPERTY	0	1280341	1280341
TAX RATE (707) 253-4577		0	0	0
VALUATION (707) 259-8740		0	0	0
VESSEL (707) 253-4457		0	0	0
<b>NET TAXABLE VALUE</b>				3716356
<b>VALUES X TAX RATE PER \$100 1.000000</b>				\$37,163.56

VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES							
PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	X	TAX RATE / 100	=	TAX AMOUNT
(707) 253-4577	00002	UNITARY 1% TAX	3716356		1.000000		\$37,163.56
(707) 253-4577	00003	UNITARY DEBT SERVICE	3716356		1.190600		\$44,246.94

PHONE #	DESCRIPTION	DIR CHR	PHONE #	DESCRIPTION	DIR CHR	PHONE #	DESCRIPTION	DIR CHR
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AGENCY TAXES	\$81,410.50
DIRECT CHARGES	\$0.00
FEES	\$0.00
<b>AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES</b>	<b>\$44,246.94</b>

<b>1st INSTALLMENT \$40,705.25</b>	<b>2nd INSTALLMENT \$40,705.25</b>	<b>TOTAL TAXES</b>
<b>DELINQUENT AFTER 12/10/2019</b>	<b>DELINQUENT AFTER 04/10/2020</b>	<b>\$81,410.50</b>

**NAPA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB**

ASMT NUMBER: 799-000-181-000 TAX YEAR: 2019  
 ORIG ASMT: 799-000-181-000  
 FEE NUMBER: 799-000-181-000  
 LOCATION: Map 2733 28 002 Par 01 POSS INT 0000

MAKE CHECK PAYABLE TO:  
**Napa County Tax Collector**  
 1195 Third Street, Suite 108  
 Napa, CA 94559-3050

12920 SE 38TH STREET  
BELLEVUE WA 98006

2019-2020 2<sup>ND</sup>

IF PAID BY 04/10/2020 \$40,705.25

DELINQUENT AFTER 04/10/2020 (INCLUDES 10% PENALTY OF \$4070.52 AND \$10.00 COST) \$44785.77

799000181000620198000040705255200004478577720198

CUT HERE

**NAPA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB**

ASMT NUMBER: 799-000-181-000 TAX YEAR: 2019  
 ORIG ASMT: 799-000-181-000  
 FEE NUMBER: 799-000-181-000  
 LOCATION: Map 2733 28 002 Par 01 POSS INT 0000

MAKE CHECK PAYABLE TO:  
**Napa County Tax Collector**  
 1195 Third Street, Suite 108  
 Napa, CA 94559-3050

12920 SE 38TH STREET  
BELLEVUE WA 98006

2019-2020 1<sup>ST</sup>

IF PAID BY 12/10/2019 \$40,705.25

DELINQUENT AFTER 12/10/2019 (INCLUDES 10% PENALTY OF \$4070.52 AND \$0.00 COST) \$44775.77  
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY 12/10/2019 \$81410.50

799000181000620198000040705255100004477577920198

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**T-Mobile** T-MOBILE USA, INC.  
12920 SE 38th Street  
Bellevue, WA 98006  
(425) 378-4000

JPMorgan Chase Bank, N.A.  
Syracuse, NY  
50-637/213

3709707  
12/06/2019  
VID 2000030610

**\$\*40,705.25**

\*\*\*Forty Thousand Seven Hundred Five Dollars And 25 Cents

VOID AFTER 180 DAYS  
THIS CHECK CLEARS THROUGH POSITIVE PAY

Pay COUNTY OF NAPA CA  
To TAX COLLECTOR  
The 1195 3RD ST RM 108  
Order NAPA, CA 94559-3050  
Of

*David [Signature]*

⑈0003709707⑈ ⑆021309379⑆ 223130235⑈

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SECURE DOCUMENT

4675582

**Standard Register**

SECURE DOCUMENT

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Warning Bands

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Microprinting, under magnification on the front of this check should read: "T-Mobile".

Thermochromic heat sensitive "Secure" mark on back check turns from orange to yellow when rubbed.

12/10/19000918 108 47 Napa County Treasurer - Tax Collector

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**T-Mobile** T-MOBILE USA, INC.  
12920 SE 38th Street  
Bellevue, WA 98008  
(425) 378-4000

JPMorgan Chase Bank, N.A.  
Syracuse, NY  
60-937/213

3714520  
04/09/2020  
VID 2000030610

**\$\*40,705.25**

\*\*\*Forty Thousand Seven Hundred Five Dollars And 25 Cents

VOID AFTER 180 DAYS  
THIS CHECK CLEARS THROUGH POSITIVE PAY

Pay To The Order Of  
COUNTY OF NAPA CA  
TAX COLLECTOR  
1195 3RD ST RM 108  
NAPA, CA 94559-3050

*David Stout*

⑈0003714520⑈ ⑆021309379⑆ 223130235⑈

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ment 4676394

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- Warning Bands
- Enhanced laid lines on the back of this check should be complete alignment or the check is not authentic.
- Microprinting - under magnification on the front of this check should read: "T-MOBILE".
- Thermochromic heat sensitive "Secure" mark on back of check turns from orange to yellow when rubbed.

4/10/20 10:38:22 AM Napa County Treasurer - Tax Collector

**CLAIM FOR REFUND OF PROPERTY TAXES**

RECEIVED  
DEC 28 2022  
COUNTY OF NAPA  
COUNTY EXECUTIVE OFFICE

To: Board of Supervisors, County of Napa, California.

The undersigned, as Senior Vice President, Taxation of T-Mobile West LLC, PO Box 85021, Bellevue, Washington 98015, the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$38,442.03 in taxes levied for the fiscal year 2020-21. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was T-Mobile West LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 12920 SE 38<sup>th</sup> St. Bellevue, King County, Washington.
2. For fiscal year 2020-21, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$78,999.98 (Exhibit 1) and paid by claimant in full on or about December 3<sup>rd</sup>, 2020 and April 5<sup>th</sup>, 2021 (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$38,442.03 plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to

property in the county assessed by the assessor of Napa County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).

- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: Tuesday, December 20, 2022 in Dallas, Texas.

*Chris Miller*

---

Signature

Christopher Miller, Senior Vice President, Taxation

Seq# :5980784597

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T-Mobile

T-MOBILE USA, INC.  
12920 SE 38th Street  
Bellevue, WA 98006  
(425) 378-4000

JPMorgan Chase Bank, N.A.  
Syracuse, NY  
50-937/213

3723716  
12/03/2020  
VID 2000030610

\$\*39,499.99

\*\*\*Thirty-Nine Thousand Four Hundred Ninety-Nine Dollars And 99 Cents

Pay COUNTY OF NAPA CA  
To TAX COLLECTOR  
The 1195 3RD ST RM 108  
Order NAPA, CA 94559-3050  
Of

VOID AFTER 180 DAYS  
THIS CHECK CLEARS THROUGH POSITIVE PAY

*David [Signature]*

⑈0003723716⑈ ⑆021309379⑆ 223130235⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW, DO NOT CASH IF MISSING.

4683594

 Please look for the following check security features before accepting this document. If not present, do not negotiate this document.  

- Reflective artificial watermark should appear on the back of the check when it is held at a 45 degree angle or viewed under a UV light.
- Warning Bands
- Embossed and lines on the back of this check should be complete alignment on the check is not sufficient. The embossed lines are magnification of the front of the check.
- Microprint near serial number. Secure mark on the back of the check lines from the date to the year 2011-2020.

12/9/20 00474 57 Napa County Treasurer - Tax Collector

FOR DEPOSIT ONLY  
MICROPRINTED SECURITY FEATURES  
VOID AFTER 180 DAYS

Seq# :8670173814

DO NOT ACCEPT THIS CHECK UNLESS THE FACE FADES FROM BLACK TO RED WITH LOGO IN BACKGROUND. THE BACK OF THIS DOCUMENT HAS HEAT-SENSITIVE INK THAT CHANGES FROM ORANGE TO YELLOW.

**T-Mobile** T-MOBILE USA, INC.  
12920 SE 38th Street  
Bellevue, WA 98006  
(425) 378-4000

JPMorgan Chase Bank, N.A.  
Syracuse, NY  
50-937/213

3729462  
04/05/2021  
VID 2000030610

**\$\*39,499.99**

\*\*\*Thirty-Nine Thousand Four Hundred Ninety-Nine Dollars And 99 Cents

VOID AFTER 180 DAYS  
THIS CHECK CLEARS THROUGH POSITIVE PAY

Pay COUNTY OF NAPA CA  
To TAX COLLECTOR  
The 1195 3RD ST RM 108  
Order NAPA, CA 94559-3050  
Of

*David Stood*

⑈0003729462⑈ ⑆021309379⑆ 223130235⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW, DO NOT CASH IF MISSING.

4693331

PLEASE LOOK FOR THE FOLLOWING CHECK SECURITY FEATURES BEFORE ACCEPTING THIS DOCUMENT. IF NOT PRESENT, DO NOT ACCEPT THE DOCUMENT.

- Permanent artificial watermark should appear on the back of this check when it is held at a 45 degree angle or viewed under a UV light
- Earning Stamps
- Sunbleed - a migration of the color of the ink that should read "T-Mobile" on the front of the check.
- Thermochromic heat sensitive "Security" mark on the back of the check that changes to yellow when rubbed

4/12/21 0052610 2531 Napa County Treasurer - Tax collector

FOR DEPOSIT ONLY - DEPOSIT ONLY - DEPOSIT ONLY  
DEPOSIT ONLY - DEPOSIT ONLY - DEPOSIT ONLY

EXAMPLE CHECK FINE

RECEIVED

DEC 28 2022

COUNTY OF NAPA  
COUNTY EXECUTIVE OFFICE**CLAIM FOR REFUND OF PROPERTY TAXES**

To: Board of Supervisors, County of Napa, California.

The undersigned, as Senior Vice President, Taxation of T-Mobile West LLC, PO Box 85021, Bellevue, Washington 98015, the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$45,493.03 in taxes levied for the fiscal year 2021-22. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was T-Mobile West LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 12920 SE 38<sup>th</sup> St. Bellevue, King County, Washington.
2. For fiscal year 2021-22, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$91,926.50 (Exhibit 1) and paid by claimant in full on or about December 2<sup>nd</sup>, 2021 and April 4<sup>th</sup>, 2022 (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$45,493.03 plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to

property in the county assessed by the assessor of Napa County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).

- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: Tuesday, December 20, 2022 in Dallas, Texas.

*Chris Miller*

---

Signature

Christopher Miller, Senior Vice President, Taxation



**NAPA COUNTY 2021-2022 SECURED PROPERTY TAX BILL  
FOR FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022**

**ROBERT G. MINAHEN, TREASURER-TAX COLLECTOR  
1195 Third Street, Suite 108 Napa, CA 94559-3050**

PROPERTY INFORMATION		IMPORTANT MESSAGES
ASMT NUMBER: 799-000-181-000	TAX RATE AREA: 090-000	Original bill date 09/09/2021 PAY TAXES ONLINE: <a href="http://www.countyofnapa.org/tax">www.countyofnapa.org/tax</a> PAY TAXES BY PHONE - Call 1-855-627-2121 **SUBJECT TO A SERVICE FEE**
FEE NUMBER: 799-000-181-000	ACRES: 0.00	
LOCATION: Map 2733 28 002 Par 01 POSS INT 000000631		
LIEN DATE ASSESSEE: T-MOBILE WEST LLC		
 *****MIXED AADC 936 T-MOBILE WEST LLC DBA T-MOBILE PROPERTY TAX DEPARTMENT 12920 SE 38TH STREET BELLEVUE WA 98006		<div style="text-align: center;"> <h1>2021-2022</h1> </div>
1-0026573 000120 000006  0101 		

**COUNTY VALUES, EXEMPTIONS, AND TAXES**

PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = COUNTY TAXES
ADDRESS CHANGE (707) 253-4457	LAND	110,574
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	2,667,179
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	1,420,570
EXEMPTION (707) 259-8752		
TAX QUESTIONS (707) 253-4311		
TAX RATE (707) 253-4577		
VALUATION (707) 259-8740		
VESSEL (707) 253-4457		

NET TAXABLE VALUE 4,198,323 x 1.000000 = \$41,983.24

**VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS**

(707) 253-4577	00003	UNITARY DEBT SERVICE	4,198,323	1.189600	49,943.26
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**DO NOT ACCEPT THIS CHECK UNLESS THE FACE FADES FROM BLACK TO RED WITH LOGO IN BACKGROUND. THE BACK OF THIS DOCUMENT HAS HEAT SENSITIVE INK THAT CHANGES FROM ORANGE TO YELLOW.**

**T-Mobile** T-MOBILE USA, INC.  
12920 SE 38th Street  
Bellevue, WA 98006  
(425) 378-4000

JPMorgan Chase Bank, N.A.  
Syracuse, NY  
50-937/213

3739894  
12/02/2021  
VID 2000030610

**\$\*45,963.25**

\*\*\*Forty-Five Thousand Nine Hundred Sixty-Three Dollars And 25 Cents

VOID AFTER 180 DAYS  
THIS CHECK CLEARS THROUGH POSITIVE PAY

Pay To The Order Of  
**COUNTY OF NAPA CA  
TAX COLLECTOR  
1195 3RD ST RM 108  
NAPA, CA 94559-3050**

*David Hood*

⑈0003739894⑈ ⑆021309379⑆ 223130235⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW, DO NOT CASH IF MISSING.

4705837

12/02/2021 09:52:78 195 662 Napa County Tax Treasure - Tax Collector

**Secure Document**

**SD Secure Document**

EMPOISE CHECK HDIC

DO NOT WRITE, SIGN, STAMP BELOW THIS LINE  
DEPOSITORY BANK ENCLOSURE

PLEASE LOOK FOR THE FOLLOWING CHECK SECURITY FEATURES BEFORE ACCEPTING THIS DOCUMENT. IF NOT PRESENT, DO NOT ACCEPT THE DOCUMENT.

1. Intense red watermark on the back of this check should be in complete alignment with the check. It is not authentic if the watermark is not in complete alignment with the check.

2. The watermark on the back of this check should be in complete alignment with the check. It is not authentic if the watermark is not in complete alignment with the check.

3. The watermark on the back of this check should be in complete alignment with the check. It is not authentic if the watermark is not in complete alignment with the check.

4. The watermark on the back of this check should be in complete alignment with the check. It is not authentic if the watermark is not in complete alignment with the check.

5. The watermark on the back of this check should be in complete alignment with the check. It is not authentic if the watermark is not in complete alignment with the check.

6. The watermark on the back of this check should be in complete alignment with the check. It is not authentic if the watermark is not in complete alignment with the check.

7. The watermark on the back of this check should be in complete alignment with the check. It is not authentic if the watermark is not in complete alignment with the check.

8. The watermark on the back of this check should be in complete alignment with the check. It is not authentic if the watermark is not in complete alignment with the check.

9. The watermark on the back of this check should be in complete alignment with the check. It is not authentic if the watermark is not in complete alignment with the check.

10. The watermark on the back of this check should be in complete alignment with the check. It is not authentic if the watermark is not in complete alignment with the check.



## CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of Napa, California.

The undersigned, as Senior Vice President, Taxation of T-Mobile West LLC, PO Box 85021, Bellevue, Washington 98015, the claimant herein, hereby makes this claim for partial refund of property tax on behalf of the Claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$32,660.21 in taxes levied for the fiscal year 2022-23 and paid by claimant to said County in the first of two installment payments for that fiscal year. [NOTE: Claimant will file a second Claim for Refund in a similar amount when the second installment of such taxes is paid in April 2023.] In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was T-Mobile West LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 12920 SE 38<sup>th</sup> St, Bellevue, King County, Washington.
2. For fiscal year 2022-23, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$130,860.06 (Exhibit 1). The first installment of such taxes was timely paid by claimant in full on or about December 6<sup>th</sup>, 2022 (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$32,660.21, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reason:

- a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Napa County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco* (1985) 37 Cal.3d 859.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: Thursday, December 29, 2022 in Dallas, Texas.

*Chris Miller*

---

Signature

Christopher Miller, Senior Vice President, Taxation



**NAPA COUNTY 2022-2023 SECURED PROPERTY TAX BILL  
FOR FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023**

**ROBERT G. MINAHEN, TREASURER-TAX COLLECTOR  
1195 Third Street, Suite 108 Napa, CA 94559-3050**

PROPERTY INFORMATION	IMPORTANT MESSAGES
<p><b>ASMT NUMBER:</b> 799-000-181-000    <b>TAX RATE AREA:</b> 090-000  <b>FEE NUMBER:</b> 799-000-181-000    <b>ACRES:</b> 0.00  <b>LOCATION:</b> Map 2733 28 002 Par 01 POSS INT 000002468  <b>LIEN DATE ASSESSEE:</b> T-MOBILE WEST LLC</p> <p style="text-align: right;">1-0026527 000123 000006</p> <p>*****MIXED AADC 936  <b>T-MOBILE WEST LLC                  DBA T-MOBLE                  PROPERTY TAX DEPARTMENT                  12920 SE 38TH STREET                  BELLEVUE WA 98006</b></p>	<p>Original bill date 09/15/2022                  PAY TAXES ONLINE: <a href="http://www.countyofnapa.org/tax">www.countyofnapa.org/tax</a>                  PAY TAXES BY PHONE - Call 1-855-627-2121                  **SUBJECT TO A SERVICE FEE**</p> <p style="text-align: center; font-size: 2em; font-weight: bold; color: #0056b3;">2022-2023</p> <p style="text-align: center;"> </p>

**COUNTY VALUES, EXEMPTIONS, AND TAXES**

PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = COUNTY TAXES
ADDRESS CHANGE (707) 253-4457	LAND	283,065
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	3,534,444
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	2,108,320
EXEMPTION (707) 259-8747		
TAX QUESTIONS (707) 253-4311		
TAX RATE (707) 253-4577		
VALUATION (707) 259-8740		
VESSEL (707) 253-4457		

NET TAXABLE VALUE 5,925,829 x 1.000000 = \$59,258.28

**VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS**

(707) 253-4577	00003	UNITARY DEBT SERVICE	5,925,829	1.208300	71,601.78
AGENCY TAXES + DIRECT CHARGES + FEES					<b>\$71,601.78</b>

<b>1ST INSTALLMENT 11/1/2022</b> DELINQUENT AFTER 12/12/2022	<b>\$65,430.03</b>	<b>2ND INSTALLMENT 2/1/2023</b> DELINQUENT AFTER 04/10/2023	<b>\$65,430.03</b>	<b>TOTAL TAXES</b>	<b>\$130,860.06</b>
---	--------------------	--	--------------------	--------------------	---------------------

**↑ TEAR HERE    NAPA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB**

<p><b>ASMT NUMBER:</b> 799-000-181-000  <b>FEE NUMBER:</b> 799-000-181-000  <b>LOCATION:</b> Map 2733 28 002 Par 01 POSS INT 000002468  <b>CURRENT OWNER:</b></p>	<h1 style="font-size: 2em; color: #0056b3;">2022-2023</h1>	<p><b>MAKE CHECK PAYABLE TO:</b>                  NAPA COUNTY TAX COLLECTOR                  1195 THIRD ST. STE. 108                  NAPA, CA 94559-3050</p>	<h1 style="font-size: 3em; color: #0056b3;">2<sup>nd</sup></h1> INSTALLMENT
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**T-MOBILE WEST LLC  
 DBA T-MOBLE  
 PROPERTY TAX DEPARTMENT  
 12920 SE 38TH STREET  
 BELLEVUE WA 98006**

<b>TOTAL AMOUNT DUE 2/1/2023</b>	<b>\$65,430.03</b>
AFTER APRIL 10, 2023 ADD 10% PENALTY + \$10 COST CHARGE \$6,553.00	
<b>TOTAL DELINQUENT INSTALLMENT DUE</b>	<b>\$71,983.03</b>
<b>ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2023</b>	

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M.  
 OR POSTMARKED BY 4/10/2023. LATE PAYMENTS WILL BE  
 RETURNED FOR PENALTY.

**T-MOBILE US, INC (PT)**  
PH: 425-383-5282  
12920 SE 38TH STREET  
BELLEVUE WA 98006

**EAGLE BANK**  
11900 BOURNEFIELD WAY  
SILVER SPRING, MD 20904

**NO. 79427793**

VOID 180 DAYS AFTER ISSUE 200268944 65-358/550

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
12/06/2022	79427793	65,430.03

**PAY**

\*\*\*Sixty-Five Thousand Four Hundred Thirty And 3/100-Dollars\*\*\*

**\$ \*\* 65,430.03 \*\***

**TO THE ORDER OF**  
**NAPA COUNTY TAX COLLECTOR**  
1195 3RD ST STE 108  
NAPA, CA 94559-3050



Account No: 2000030610  
Invoice No: SD12062022T2000030610

WATERMARK IN PAPER, HOLD UP TO A LIGHT TO VIEW

⑈ 79427793 ⑈ ⑆ 055003586 ⑆ 200268944 ⑈

000001600000057737

12/12/22 001590 27 98 Napa County Treasurer - Tax Collector



November 2, 2022

Clerk of the Board of Supervisors  
County of Napa  
1195 Third Street, Rm. 310  
Napa, CA 94559

Dear Sir or Madam:

I have enclosed a claim for refund of property taxes for the 2018-19 fiscal year for CenturyLink Communications LLC. On January 22, 2021, CenturyLink, Inc. officially changed its name to Lumen Technologies, Inc. (Lumen). As Sr. Manager – Property Tax of Lumen Technologies, I have the authority to make this claim for refund pursuant to Revenue and Taxation Code section 5097.

I demand the Board of Supervisors make its order directing the controller to refund the claimant, CenturyLink Communications LLC, the amount listed on the enclosed Claim for Refund of Property Taxes, paragraph 3, plus appropriate interest. Supporting documentation of this claim includes a copy of the original tax bill, copies of canceled checks or documentation of successful EFT or ACH deposit. (Exhibits 1 and 2)

Should you have questions concerning this claim, please contact me as soon as possible.

Sincerely,

A handwritten signature in blue ink that reads "Karen Eisenach".

Karen Eisenach  
Sr. Manager – Property Tax  
Lumen  
1025 Eldorado Blvd  
Broomfield CO 80021  
303-542-6445  
[Karen.Eisenach@lumen.com](mailto:Karen.Eisenach@lumen.com)

### CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of [Napa](#), California.

The undersigned, as Sr. Manager – Property Tax of Lumen Technologies (formerly CenturyLink) the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$ 10,280.74 in taxes levied for the fiscal year 2018-19. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was CenturyLink Communications LLC, a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 100 CenturyLink Dr, Monroe, LA, 71203, Ouachita Parish, Louisiana.
2. For fiscal year 2018-19, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in [Napa](#) County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$ 21,336.68 (Exhibit 1) and paid by claimant in full on or about 12/04/2018 and \_\_\_\_\_ (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$ 10,280.74, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of [Napa](#) County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).
  - b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: [November 2, 2022](#) at 1025 Eldorado Blvd, Broomfield CO 80021

Name: Karen Eisenach Title: Sr. Manager – Property Tax Signature: Karen Eisenach

[karen.eisenach@lumen.com](mailto:karen.eisenach@lumen.com) 303-542-6445

NAPA COUNTY 2018 - 2019 PROPERTY TAX BILL  
Tamie R. Frasier

Napa County Treasurer-Tax Collector 1195 Third Street, Suite 108 Napa CA 94559-3050  
SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2018 - JUNE 30, 2019

PROPERTY INFORMATION - TAX YEAR: 2018			IMPORTANT MESSAGES
ASMT NUMBER:	799-000-173-000	TAX RATE AREA:	090-000
FEE NUMBER:	799-000-173-000	ACRES:	
LOCATION:	Map 2463 28 001 Par 01 RIGHT OF WAY	00000289	
ASSESSED OWNER:	QWEST COMMUNICATIONS CORPORATION		
CENTURYLINK COMMUNICATIONS LLC ATTN: PROPERTY TAX 1025 ELDORADO BLVD BROOMFIELD CO 80021			Original bill date 10/03/2018 Corrected bill SBE 2463 PAY TAXES ONLINE: www.countyofnapa.org/tax PAY TAXES BY PHONE - Call 1-866-269-2015 **SUBJECT TO A SERVICE FEE**  2018-2019 RIC U00510

COUNTY VALUES, EXEMPTIONS AND TAXES				
PHONE #S	VALUE DESCRIPTION	PRIOR	CURRENT	THIS BILL
ADDRESS CHANGE (707) 253-4457	LAND	289,440	289,440	289,440
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	170	170	170
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	696,647	696,647	696,647
EXEMPTION (707) 259-8752	NET TAXABLE VALUE			986,257
TAX QUESTIONS (707) 253-4311				
TAX RATE (707) 253-4577				
VALUATION (707) 259-8740				
VESSEL (707) 253-4457				

VALUES X TAX RATE PER \$100 1.000000 \$ 9,862.56

VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES AND SPECIAL ASSESSMENTS				
PHONE #S	CODE	DESCRIPTION	ASSESSED VALUES X	TAX RATE PER \$100 = AGENCY TAXES
(707) 253-4577	00003	UNITARY DEBT SERVICE	986,257	1.163400 = \$11,474.12

AGENCY TAXES \$11,474.12

AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES \$11,474.12

<b>1ST INSTALLMENT \$10,668.34</b>	<b>2ND INSTALLMENT \$10,668.34</b>	<b>TOTAL TAXES \$21,336.68</b>
<b>DELINQUENT AFTER 12/10/2018</b>	<b>DELINQUENT AFTER 4/10/2019</b>	

NAPA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER:	799-000-173-000	2018	MAKE CHECK PAYABLE TO:
ORIG ASMT:	799-000-173-000		Napa County Tax Collector
FEE NUMBER:	799-000-173-000		1195 Third Street, Suite 108
LOCATION:	Map 2463 28 001 Par 01 RIGHT OF WAY	000002894	Napa, CA 94559-3050
CURRENT OWNER:	CENTURYLINK COMMUNICATIONS LLC ATTN: PROPERTY TAX 1025 ELDORADO BLVD BROOMFIELD CO 80021		

**2ND**

**IF PAID BY 4/10/2019 \$10,668.34**

DELINQUENT AFTER 4/10/2019 (INCLUDES 10% PENALTY OF \$1,066.83 AND \$10.00 COST) \$11,745.17

799000173000620180000010668342200001174517820180 04102019

NAPA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER:	799-000-173-000	2018	MAKE CHECK PAYABLE TO:
ORIG ASMT:	799-000-173-000		Napa County Tax Collector
FEE NUMBER:	799-000-173-000		1195 Third Street, Suite 108
LOCATION:	Map 2463 28 001 Par 01 RIGHT OF WAY	000002894	Napa, CA 94559-3050
CURRENT OWNER:	CENTURYLINK COMMUNICATIONS LLC ATTN: PROPERTY TAX 1025 ELDORADO BLVD BROOMFIELD CO 80021		

**1ST**

**IF PAID BY 12/10/2018 \$10,668.34**

DELINQUENT AFTER 12/10/2018 (INCLUDES 10% PENALTY OF \$1,066.83) \$11,735.17  
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY 12/10/2018 \$21,336.68

799000173000620180000010668342100001173517020180 12102018

**CENTURYLINK INC.**  
PH: 720-888-3145  
100 CENTURYLINK DRIVE  
MONROE LA 71203

EAGLE BANK  
11961 TECH ROAD  
SILVER SPRING, MD 20904

**NO. 72248511**

VOID 180 DAYS AFTER ISSUE 200268944 65-358/550

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
12/04/2018	72248511	21,336.68

**PAY**

\*\*\* Twenty-One Thousand Three Hundred Thirty-Six And 68/100-Dollars \*\*\*

**\$ \*\* 21,336.68 \*\***

**TO THE ORDER OF**  
**NAPA COUNTY TAX COLLECTOR**  
1195 THIRD STREET, SUITE 108  
NAPA, CA 94559



Account No: 799-000-173-000  
Invoice No: CR1410

⑈ 72248511 ⑆ ⑆ 055003586 ⑆ 200268944 ⑆ ⑆

VERIFY FOR AUTHENTICITY

WATERMARK IN PAPER; HOLD UP TO A LIGHT TO VIEW



This Check also contains the following Security Features:

1. Fluorescent fibers visible only under Black (UV) Light.
2. Paper contains a Watermark: Hold at an angle to view.
3. Chemical Protection - Produces visible stains that show evidence of tampering with solvents or bleaches.
4. Microprinting on border of face. Under magnification look for "ORIGINAL DOCUMENT".
5. Face of check has a "VOID/IMMAGINE" visible if check is scanned or copied with a color copier.

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

00000210 00000205 TIF

12/10/18 001972 73 207

Napa county Treasurer - Tax collector

Centurylink  
2018 Overpayment of Tax due to flaw in Sec. 100

Co. #	County	Assessed	Unitary Rate	Tax	Co Avg Rate	Estimated Tax	Difference
1	Alameda	70,614,920	2.3557%	1,663,475.66	1.2300%	868,563.52	794,912.15
4	Butte	2,292,236	1.3919%	31,904.92	1.1020%	25,260.44	6,644.48
6	Colusa	4,262,864	1.1965%	51,005.17	1.0760%	45,868.42	5,136.75
7	Contra Costa	5,835,645	1.6269%	94,940.10	1.1470%	66,934.85	28,005.26
10	Fresno	16,100,812	1.3581%	218,671.54	1.1830%	190,472.61	28,198.96
11	Glenn	2,531,989	1.4565%	36,877.91	1.1020%	27,902.52	8,975.39
12	Humboldt	574,034	1.5190%	8,719.58	1.0920%	6,268.45	2,451.13
13	Imperial	14,269,984	1.5654%	223,382.32	1.1820%	168,671.21	54,711.12
15	Kern	20,647,019	1.6247%	335,448.60	1.2360%	255,197.15	80,251.45
16	Kings	3,329,777	1.2917%	43,011.22	1.0900%	36,294.57	6,716.65
20	Madera	3,184,669	1.1867%	37,791.38	1.0950%	34,872.13	2,919.26
21	Marin	554,669	1.8757%	10,403.93	1.1470%	6,362.05	4,041.87
23	Mendocino	2,272,448	1.3130%	29,837.24	1.1240%	25,542.32	4,294.93
24	Merced	5,655,007	1.4673%	82,975.92	1.0940%	61,865.78	21,110.14
27	Monterey	11,606,777	1.1074%	128,537.51	1.0930%	126,862.07	1,675.44
28	Napa ✓	986,257	2.1634%	21,336.68 ✓	1.1210%	11,055.94	10,280.74 ✓
30	Orange	90,646,828	1.2620%	1,143,944.82	1.0690%	969,014.59	174,930.25
31	Placer	5,276,492	1.6574%	87,452.58	1.0900%	57,513.76	29,938.82
33	Riverside	15,857,490	1.7292%	274,651.68	1.1720%	185,849.78	88,353.18
34	Sacramento	34,535,552	2.0575%	710,568.98	1.1500%	397,158.85	313,410.13
36	San Bernardino	33,177,578	1.3269%	440,233.28	1.1550%	383,201.03	57,032.26
37	San Diego	59,653,155	1.5846%	945,251.96	1.1410%	680,642.50	264,609.46
39	San Joaquin	8,051,322	1.5970%	128,579.62	1.1330%	91,221.48	37,358.13
40	San Luis Obispo	28,937,851	1.1475%	332,070.52	1.0950%	316,869.47	15,201.05
41	San Mateo	5,110,018	1.8086%	92,419.78	1.1180%	57,130.00	35,289.78
42	Santa Barbara	20,875,332	1.2998%	271,335.48	1.0750%	224,409.82	46,925.66
43	Santa Clara	177,897,146	2.4627%	4,380,984.06	1.2140%	2,159,671.35	2,221,312.71
45	Shasta	13,150,831	1.2529%	164,766.76	1.1210%	147,420.82	17,345.95
47	Siskiyou	4,470,527	1.1162%	49,900.02	1.0280%	45,957.02	3,943.00
48	Solano	9,083,081	1.5786%	143,385.50	1.1770%	106,907.86	36,477.65
49	Sonoma	1,493,200	1.8777%	28,037.82	1.1590%	17,306.19	10,731.63
50	Stanislaus	7,021,078	1.3438%	94,346.44	1.1050%	77,582.91	16,763.53
52	Tehama	6,155,710	1.2344%	75,986.08	1.0600%	65,250.53	10,735.56
54	Tulare	4,503,834	1.4028%	63,179.78	1.1160%	50,262.79	12,917.00
56	Ventura	13,032,936	1.4958%	194,946.64	1.0950%	142,710.65	52,236.01
57	Yolo	11,194,630	1.2309%	137,794.70	1.0729%	120,103.83	17,690.87
		714,843,698		12,778,156.19		8,254,179.24	4,523,528.37



January 4, 2023

Clerk of the Board of Supervisors  
County of Napa  
1195 Third Street, Rm. 310  
Napa, CA 94559

Dear Sir or Madam:

I have enclosed a claim for refund of property taxes for the 2019-20 fiscal year for CenturyLink Communications LLC. On January 22, 2021, CenturyLink, Inc. officially changed its name to Lumen Technologies, Inc. (Lumen). As Sr. Manager – Property Tax of Lumen Technologies, I have the authority to make this claim for refund pursuant to Revenue and Taxation Code section 5097.

I demand the Board of Supervisors make its order directing the controller to refund the claimant, CenturyLink Communications LLC, the amount listed on the enclosed Claim for Refund of Property Taxes, paragraph 3, plus appropriate interest. Supporting documentation of this claim includes a copy of the original tax bill, copies of canceled checks or documentation of successful EFT or ACH deposit. (Exhibits 1 and 2)

Should you have questions concerning this claim, please contact me as soon as possible.

Sincerely,

A handwritten signature in black ink that reads "Karen Eisenach".

Karen Eisenach  
Sr. Manager – Property Tax  
Lumen  
1025 Eldorado Blvd  
Broomfield CO 80021  
303-542-6445  
[Karen.Eisenach@lumen.com](mailto:Karen.Eisenach@lumen.com)

### CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of [Napa](#), California.

The undersigned, as Sr. Manager – Property Tax of Lumen Technologies (formerly CenturyLink) the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$ 9,866.00 in taxes levied for the fiscal year 2019-20. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was CenturyLink Communications LLC, a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 100 CenturyLink Dr, Monroe, LA, 71203, Ouachita Parish, Louisiana.
2. For fiscal year 2019-20, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in [Napa](#) County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$ 20,103.74 (Exhibit 1) and paid by claimant in full on or about 11/21/2019 and \_\_\_\_\_ (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$ 9,866.00, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of [Napa](#) County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).
  - b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: January 4, 2023 at 1025 Eldorado Blvd, Broomfield CO 80021

Name: Karen Eisenach Title: Sr. Manager – Property Tax Signature: Karen Eisenach

[karen.eisenach@lumen.com](mailto:karen.eisenach@lumen.com) 303-542-6445

TBUN2WEB  
1.2.002

NAPA COUNTY 2019 - 2020 PROPERTY TAX BILL  
James B. Hudak

12/04/2019  
4:48:24AM

Napa County Treasurer-Tax Collector, 1195 Third Street, Suite 108, Napa CA 94559-3050  
SECURED TAX ROLL FOR FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

PROPERTY INFORMATION				IMPORTANT MESSAGES
ASMT NUMBER:	799-000-173-000	TAX RATE AREA:	090000	Original bill date 09/10/2019
ORIG ASMT:	799-000-173-000	ACRES:	0.00	
FEE NUMBER:	799-000-173-000			
LOCATION:	Map 2463 28 001	Par 01	RIGHT OF WAY 01	

PO BOX 7909  
OVERLAND PARK KS 66207-0909

COUNTY VALUES, EXEMPTIONS, AND TAXES				
PHONE #	DESCRIPTION	PRIOR	CURRENT	BILLED
ADDRESS CHANGE (707) 253-4457	LAND	0	289440	289440
AIRCRAFT (707) 253-4485		0	0	0
BUSINESS PROP (707) 253-4485		0	0	0
EXEMPTION (707) 259-8752	STRUCTURAL IMPROVEMENTS	0	170	170
TAX QUESTIONS (707) 253-4311	PERSONAL PROPERTY	0	628117	628117
TAX RATE (707) 253-4577		0	0	0
VALUATION (707) 259-8740		0	0	0
VESSEL (707) 253-4457		0	0	0
NET TAXABLE VALUE				917727
VALUES X TAX RATE PER \$100 1.000000				\$9,177.28

VOTER APPROVED TAXES / TAXING AGENCY DIRECT CHARGES & SPECIAL ASSESSMENTS / FEES						
PHONE #	CODE	DESCRIPTION	ASSESSED VALUE	X	TAX RATE / 100	TAX AMOUNT
(707) 253-4577	00002	UNITARY 1% TAX	917727		1.000000	\$9,177.28
(707) 253-4577	00003	UNITARY DEBT SERVICE	917727		1.190600	\$10,926.46

PHONE #	DESCRIPTION	DIR CHR	PHONE #	DESCRIPTION	DIR CHR	PHONE #	DESCRIPTION	DIR CHR
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				AGENCY TAXES	\$20,103.74
				DIRECT CHARGES	\$0.00
				FEES	\$0.00
				AGENCY TAXES + DIRECT CHARGES + FEES + PENALTY + COST + DELINQUENT PENALTIES	\$10,926.46

<b>1st INSTALLMENT \$10,051.87</b>	<b>2nd INSTALLMENT \$10,051.87</b>	<b>TOTAL TAXES</b>
<b>DELINQUENT AFTER 12/10/2019</b>	<b>DELINQUENT AFTER 04/10/2020</b>	<b>\$20,103.74</b>

**NAPA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB**

ASMT NUMBER: 799-000-173-000	TAX YEAR: 2019	MAKE CHECK PAYABLE TO:
ORIG ASMT: 799-000-173-000		Napa County Tax Collector
FEE NUMBER: 799-000-173-000		1195 Third Street, Suite 108
LOCATION: Map 2463 28 001 Par 01 RIGHT OF WAY 01		Napa, CA 94559-3050

PO BOX 7909  
OVERLAND PARK KS 66207-0909

**2<sup>ND</sup>**

IF PAID BY 04/10/2020 \$10,051.87

DELINQUENT AFTER 04/10/2020 (INCLUDES 10% PENALTY OF \$1005.18 AND \$10.00 COST) \$11067.05

799000173000620198000010051873200001106705220198

----- CUT HERE -----

**NAPA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB**

ASMT NUMBER: 799-000-173-000	TAX YEAR: 2019	MAKE CHECK PAYABLE TO:
ORIG ASMT: 799-000-173-000		Napa County Tax Collector
FEE NUMBER: 799-000-173-000		1195 Third Street, Suite 108
LOCATION: Map 2463 28 001 Par 01 RIGHT OF WAY 01		Napa, CA 94559-3050

PO BOX 7909  
OVERLAND PARK KS 66207-0909

**1<sup>ST</sup>**

IF PAID BY 12/10/2019 \$10,051.87

DELINQUENT AFTER 12/10/2019 (INCLUDES 10% PENALTY OF \$1005.18 AND \$0.00 COST) \$11057.05  
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY 12/10/2019 \$20103.74

799000173000620198000010051873100001105705420198

**CENTURYLINK INC.**  
PH: 720-888-3145  
100 CENTURYLINK DRIVE  
MONROE LA 71203

EAGLE BANK  
11961 TECH ROAD  
SILVER SPRING, MD 20904

**NO. 73628752**

VOID 180 DAYS AFTER ISSUE 200268944 65-358/550

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
12/04/2019	73628752	20,103.74

**PAY**

\*\*\* Twenty Thousand One Hundred Three And 74/100-Dollars \*\*\*

**\$ \*\* 20,103.74 \*\***

**TO THE ORDER OF**

**NAPA COUNTY TAX COLLECTOR**  
1195 THIRD STREET, SUITE 108  
NAPA, CA 94559

Account No: 799-000-173-000  
Invoice No: CR8916

⑆ 73628752⑆ ⑆ 055003586⑆ 200268944⑆

VERIFY FOR AUTHENTICITY

WATERMARK IN PAPER; HOLD UP TO A LIGHT VIEW



This Check also contains the following Security Features.

1. Fluorescent Fibers visible only under Black (UV) Light.
2. Paper contains a Watermark: Hold at an angle to view.
3. Chemical Protection: Produces visible stains that show evidence of tampering with solvents or bleaches.
4. Microprinting on border of face. Under magnification look for "ORIGINAL DOCUMENT".
5. Face of check has a "VOID PANTOGRAPH" visible if check is scanned or copied with a color copier.

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**ORIGINAL**  
**DOCUMENT**

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

## Centurylink

## 2019 Overpayment of Tax due to flaw in Sec. 100

Co. #	County	Assessed	Unitary Rate	tax	Co Avg Rate	estimated tax	difference
1	Alameda	59,222,203	2.5187%	1,491,629.62	1.2300%	728,433.00	763,197.00
4	Butte	2,328,155	1.4155%	32,955.22	1.1020%	25,656.00	7,299.00
6	Colusa	3,791,907	1.2318%	46,708.70	1.0760%	40,801.00	5,908.00
7	Contra Costa	6,238,503	1.6865%	105,212.34	1.1470%	71,556.00	33,656.00
10	Fresno	14,529,116	1.3704%	199,108.14	1.1830%	171,879.00	27,229.00
11	Glenn	2,110,973	1.2710%	26,831.40	1.1020%	23,263.00	3,568.00
12	Humboldt	465,286	1.5740%	7,323.60	1.0920%	5,081.00	2,243.00
13	Imperial	13,827,463	1.6960%	234,513.78	1.1820%	163,441.00	71,073.00
15	Kern	19,200,746	1.6113%	309,381.42	1.2360%	237,321.00	72,060.00
16	Kings	2,940,071	1.3261%	38,987.74	1.0900%	32,047.00	6,941.00
19	Los Angeles	135,818,114	1.1760%	1,597,169.40	1.1750%	1,595,863.00	1,306.00
20	Madera	2,911,523	1.2008%	34,962.82	1.0950%	31,881.00	3,082.00
21	Marin	1,444,362	1.9549%	28,235.82	1.1470%	16,567.00	11,669.00
23	Mendocino	2,636,385	1.3240%	34,905.72	1.1240%	29,633.00	5,273.00
24	Merced	5,186,814	1.4109%	73,180.74	1.0940%	56,744.00	16,437.00
27	Monterey	9,909,314	1.1222%	111,205.30	1.0930%	108,309.00	2,896.00
28	Napa ✓	917,727	2.1961%	20,103.74 ✓	1.1210%	10,288.00	9,866.00 ✓
30	Orange	90,150,754	1.2817%	1,155,489.24	1.0690%	963,712.00	191,777.00
31	Placer	7,705,734	1.6388%	126,281.56	1.0900%	83,993.00	42,289.00
33	Riverside	15,358,858	1.7613%	270,520.16	1.1720%	180,006.00	90,514.00
34	Sacramento	32,904,712	2.2481%	739,730.83	1.1500%	378,404.00	361,327.00
36	San Bernardino	30,119,695	1.3645%	410,982.23	1.1550%	347,882.00	63,101.00
37	San Diego	48,744,369	1.6233%	791,272.20	1.1410%	556,173.00	235,099.00
38	San Francisco	60,681,544	1.1801%	716,102.90	1.1730%	711,795.00	4,308.00
39	San Joaquin	8,535,935	1.6922%	144,445.10	1.1330%	96,712.00	47,733.00
40	San Luis Obispo	24,715,630	1.1698%	289,111.08	1.0950%	270,636.00	18,475.00
41	San Mateo	5,228,104	1.8188%	95,088.74	1.1180%	58,450.00	36,639.00
42	Santa Barbara	18,689,013	1.3233%	247,315.45	1.0750%	200,907.00	46,408.00
43	Santa Clara	155,642,070	2.4925%	3,879,316.34	1.2140%	1,889,495.00	1,989,821.00
45	Shasta	11,699,486	1.3293%	155,521.26	1.1210%	131,151.00	24,370.00
47	Siskiyou	4,140,265	1.1122%	46,048.04	1.0280%	42,562.00	3,486.00
48	Solano	8,107,750	1.7027%	138,050.64	1.1770%	95,428.00	42,623.00
49	Sonoma	1,771,284	1.9285%	34,159.22	1.1590%	20,529.00	13,630.00
50	Stanislaus	7,089,865	1.3801%	97,846.72	1.1050%	78,343.00	19,504.00
52	Tehama	5,470,949	1.3182%	72,118.04	1.0600%	57,992.00	14,126.00
54	Tulare	4,456,211	1.4002%	62,395.84	1.1160%	49,731.00	12,665.00
56	Ventura	11,093,440	1.5719%	174,378.22	1.0950%	121,473.00	52,905.00
57	Yolo	7,522,398	1.2356%	92,946.74	1.0729%	80,706.00	12,241.00
		843,306,728		14,131,536.05		9,764,843.00	4,366,744.00

**LUMEN®**

RECEIVED  
JAN - 5 2023  
NAPA COUNTY  
EXECUTIVE OFFICE

January 4, 2023

Clerk of the Board of Supervisors  
County of Napa  
1195 Third Street, Rm. 310  
Napa, CA 94559

Dear Sir or Madam:

I have enclosed a claim for refund of property taxes for the 2020-21 fiscal year for CenturyLink Communications LLC. On January 22, 2021, CenturyLink, Inc. officially changed its name to Lumen Technologies, Inc. (Lumen). As Sr. Manager – Property Tax of Lumen Technologies, I have the authority to make this claim for refund pursuant to Revenue and Taxation Code section 5097.

I demand the Board of Supervisors make its order directing the controller to refund the claimant, CenturyLink Communications LLC, the amount listed on the enclosed Claim for Refund of Property Taxes, paragraph 3, plus appropriate interest. Supporting documentation of this claim includes a copy of the original tax bill, copies of canceled checks or documentation of successful EFT or ACH deposit. (Exhibits 1 and 2)

Should you have questions concerning this claim, please contact me as soon as possible.

Sincerely,

*Karen J Eisenach*

Karen Eisenach  
Sr. Manager – Property Tax  
Lumen  
1025 Eldorado Blvd  
Broomfield CO 80021  
303-542-6445  
[Karen.Eisenach@lumen.com](mailto:Karen.Eisenach@lumen.com)

### CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of Napa, California.

The undersigned, as Sr. Manager – Property Tax of Lumen Technologies (formerly CenturyLink) the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$ 12,782.40 in taxes levied for the fiscal year 2020-21. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was CenturyLink Communications LLC, a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 100 CenturyLink Dr, Monroe, LA, 71203, Ouachita Parish, Louisiana.
2. For fiscal year 2020-21, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$ 26,268.38 (Exhibit 1) and paid by claimant in full on or about 11/24/2020 and \_\_\_\_\_ (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$ 12,782.40, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Napa County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).
  - b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: January 4, 2023 at 1025 Eldorado Blvd, Broomfield CO 80021

Name: Karen Eisenach Title: Sr. Manager – Property Tax Signature: Karen Eisenach

[karen.eisenach@lumen.com](mailto:karen.eisenach@lumen.com) 303-542-6445



**NAPA COUNTY 2020-2021 SECURED PROPERTY TAX BILL  
FOR FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021**

**ROBERT G. MINAHEN, TREASURER-TAX COLLECTOR  
1195 Third Street, Suite 108 Napa, CA 94559-3050**

ASMT NUMBER: 799-000-173-000	TAX RATE AREA: 090-000	Original bill date 09/03/2020
FEE NUMBER: 799-000-173-000	ACRES: 0.00	PAY TAXES ONLINE: www.countyofnapa.org/tax
LOCATION: Map 2463 28 001 Par 01 RIGHT OF WAY 00002894		PAY TAXES BY PHONE - Call 1-855-627-2121
LIEN DATE ASSESSEE: CENTURYLINK COMMUNICATION LLC		**SUBJECT TO A SERVICE FEE**

\*\*\*\*\*MIXED AADC 936  
CENTURYLINK COMMUNICATION LLC  
ATTN: PROPERTY TAX  
1025 ELDORADO BLVD  
BROOMFIELD CO 80021

1-0025777  
000113  
000004

0101

**2020-2021**

DISCOVER VISA ELECTRONIC CHECK

PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = COUNTY TAXES
ADDRESS CHANGE (707) 253-4457	LAND	289,440
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	164
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	929,743
EXEMPTION (707) 259-8752		
TAX QUESTIONS (707) 253-4311		
TAX RATE (707) 253-4577		
VALUATION (707) 259-8740		
VESSEL (707) 253-4457		

NET TAXABLE VALUE  x  =

PHONE NUMBER	TAX CODE	DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = AGENCY TAXES
(707) 253-4577	00003	UNITARY DEBT SERVICE	1,219,347 1.154300 14,074.92

AGENCY TAXES + DIRECT CHARGES + FEES

1ST INSTALLMENT 11/1/2020 DELINQUENT AFTER 12/10/2020	2ND INSTALLMENT 2/1/2021 DELINQUENT AFTER 04/12/2021	TOTAL TAXES
\$13,134.19	\$13,134.19	\$26,268.38

ASMT NUMBER: 799-000-173-000	<b>2020-2021</b>	MAKE CHECK PAYABLE TO:
FEE NUMBER: 799-000-173-000		Napa County Tax Collector
LOCATION: Map 2463 28 001 Par 01 RIGHT OF WAY 00002894		1195 Third Street Suite 108
CURRENT OWNER: CENTURYLINK COMMUNICATION LLC		Napa, CA 94559
ATTN: PROPERTY TAX		<b>2nd</b>
1025 ELDORADO BLVD		INSTALLMENT
BROOMFIELD CO 80021		

TOTAL AMOUNT DUE 2/1/2021	\$13,134.19
AFTER APRIL 12, 2021 ADD 10% PENALTY + \$10 COST CHARGE	\$1,323.41
TOTAL DELINQUENT INSTALLMENT DUE	\$14,457.60
ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2021	

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 4/12/2021. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.

799000173000620206000013134191200001445760620206 04102021

ASMT NUMBER: 799-000-173-000	<b>2020-2021</b>	MAKE CHECK PAYABLE TO:
FEE NUMBER: 799-000-173-000		Napa County Tax Collector
LOCATION: Map 2463 28 001 Par 01 RIGHT OF WAY 00002894		1195 Third Street Suite 108
CURRENT OWNER: CENTURYLINK COMMUNICATION LLC		Napa, CA 94559
ATTN: PROPERTY TAX		<b>1st</b>
1025 ELDORADO BLVD		INSTALLMENT
BROOMFIELD CO 80021		

TOTAL AMOUNT DUE 11/1/2020	\$13,134.19
AFTER DECEMBER 10, 2020 ADD 10% PENALTY	\$1,313.41
TOTAL DELINQUENT INSTALLMENT DUE	\$14,447.60
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY DECEMBER 10, 2020 WITH PAYMENT OF	\$26,268.38

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 12/10/2020. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.

799000173000620206000013134191100001444760920206 12102020

**CENTURYLINK INC.**  
PH: 303-854-2164  
100 CENTURYLINK DRIVE  
MONROE LA 71203

**EAGLE BANK**  
11961 TECH ROAD  
SILVER SPRING, MD 20904

**NO. 75145180**

VOID 180 DAYS AFTER ISSUE 200268944 65-358/550

VERIFY FOR AUTHENTICITY

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
11/24/2020	75145180	26,268.38

**PAY**

\*\*\* Twenty-Six Thousand Two Hundred Sixty-Eight And 38/100-Dollars \*\*\*

**\$ \*\* 26,268.38 \*\***

**TO THE ORDER OF**  
**NAPA COUNTY TAX COLLECTOR**  
1195 THIRD STREET SUITE 108  
NAPA, CA 94559



Account No: 799-000-173-000  
Invoice No: CR13724

⑈75145180⑈ ⑆055003586⑆ 200268944⑈

00000323 00000156.TIF

WATERMARK IN PAPER; HOLD UP TO A LIGHT VIEW

## Centurylink

## 2020 Overpayment of Tax due to flaw in Sec. 100

county	Name	company	value	urate	utax	avgrate	avtax	difference
1	Alameda	2463	70,928,847	2.6774%	1,899,048.94	1.2370%	877,389.84	1,021,659.10
4	Butte	2463	2,552,339	1.4301%	36,500.46	1.1100%	28,330.96	8,169.50
5	Calaveras	2463	272,939	1.6931%	4,621.12	1.0900%	2,975.04	1,646.08
6	Colusa	2463	4,422,089	1.1496%	50,836.30	1.0760%	47,581.68	3,254.62
7	Contra Costa	2463	6,225,037	1.8320%	114,042.66	1.1640%	72,459.43	41,583.23
9	El Dorado	2463	530,598	1.4361%	7,620.16	1.0660%	5,656.17	1,963.99
10	Fresno	2463	14,425,805	1.3995%	201,894.32	1.2060%	173,975.21	27,919.11
11	Glenn	2463	2,385,362	1.5643%	37,315.02	1.1100%	26,477.52	10,837.50
12	Humboldt	2463	685,154	1.6410%	11,243.38	1.0970%	7,516.14	3,727.24
13	Imperial	2463	12,705,386	1.6783%	213,234.50	1.2090%	153,608.12	59,626.38
15	Kern	2463	18,573,384	1.6934%	314,526.69	1.2530%	232,724.50	81,802.19
16	Kings	2463	2,920,400	1.3385%	39,088.48	1.0930%	31,919.97	7,168.51
20	Madera	2463	2,778,206	1.2928%	35,917.62	1.1070%	30,754.74	5,162.88
21	Marin	2463	530,694	1.9036%	10,102.28	1.1400%	6,049.91	4,052.37
23	Mendocino	2463	2,549,449	1.3460%	34,315.56	1.1440%	29,165.70	5,149.86
24	Merced	2463	4,763,807	1.5488%	73,781.86	1.0920%	52,020.77	21,761.09
27	Monterey	2463	9,239,596	1.1324%	104,632.88	1.0850%	100,249.62	4,383.26
28	Napa	2463	1,219,347	2.1543%	26,268.38	1.1060%	13,485.98	12,782.40
30	Orange	2463	87,687,115	1.2977%	1,137,924.46	1.0700%	938,252.13	199,672.33
31	Placer	2463	5,462,766	1.8390%	100,454.80	1.0930%	59,708.03	40,746.77
33	Riverside	2463	15,244,326	1.8145%	276,611.34	1.1770%	179,425.72	97,185.62
34	Sacramento	2463	34,658,746	2.0714%	717,921.26	1.1550%	400,308.52	317,612.74
36	San Bernardino	2463	29,339,779	1.3739%	403,099.22	1.1540%	338,581.05	64,518.17
37	San Diego	2463	51,428,043	1.7826%	916,771.72	1.1710%	602,222.38	314,549.34
39	San Joaquin	2463	7,095,228	1.7294%	122,704.88	1.1370%	80,672.74	42,032.14
40	San Luis Obispo	2463	23,624,533	1.1719%	276,872.42	1.0920%	257,979.90	18,892.52
41	San Mateo	2463	4,804,217	1.9552%	93,932.04	1.1150%	53,567.02	40,365.02
42	Santa Barbara	2463	17,103,068	1.3218%	226,068.36	1.0720%	183,344.89	42,723.47
43	Santa Clara	2463	157,040,045	2.6385%	4,143,548.68	1.2100%	1,900,184.54	2,243,364.14
45	Shasta	2463	10,801,240	1.3469%	145,481.90	1.1150%	120,433.83	25,048.07
47	Siskiyou	2463	3,781,977	1.1162%	42,214.42	1.0540%	39,862.04	2,352.38
48	Solano	2463	7,388,584	1.6713%	123,485.38	1.1820%	87,333.06	36,152.32
49	Sonoma	2463	1,575,006	1.9442%	30,621.26	1.1690%	18,411.82	12,209.44
50	Stanislaus	2463	6,832,571	1.4153%	96,704.26	1.1040%	75,431.58	21,272.68
52	Tehama	2463	5,101,030	1.3747%	70,123.86	1.0640%	54,274.96	15,848.90
54	Tulare	2463	4,097,750	1.4134%	57,917.58	1.1060%	45,321.12	12,596.46
56	Ventura	2463	10,401,072	1.5761%	163,935.14	1.1100%	115,451.90	48,483.24
57	Yolo	2463	8,512,712	1.3169%	112,103.90	1.0870%	92,533.18	19,570.72
			649,688,247		12,473,487.49		7,535,641.71	4,937,845.78

**LUMEN®**

RECEIVED

JAN - 5 2023

NAPA COUNTY  
EXECUTIVE OFFICE

January 4, 2023

Clerk of the Board of Supervisors  
County of Napa  
1195 Third Street, Rm. 310  
Napa, CA 94559

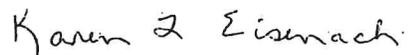
Dear Sir or Madam:

I have enclosed a claim for refund of property taxes for the 2021-22 fiscal year for CenturyLink Communications LLC. On January 22, 2021, CenturyLink, Inc. officially changed its name to Lumen Technologies, Inc. (Lumen). As Sr. Manager – Property Tax of Lumen Technologies, I have the authority to make this claim for refund pursuant to Revenue and Taxation Code section 5097.

I demand the Board of Supervisors make its order directing the controller to refund the claimant, CenturyLink Communications LLC, the amount listed on the enclosed Claim for Refund of Property Taxes, paragraph 3, plus appropriate interest. Supporting documentation of this claim includes a copy of the original tax bill, copies of canceled checks or documentation of successful EFT or ACH deposit. (Exhibits 1 and 2)

Should you have questions concerning this claim, please contact me as soon as possible.

Sincerely,



Karen Eisenach  
Sr. Manager – Property Tax  
Lumen  
1025 Eldorado Blvd  
Broomfield CO 80021  
303-542-6445  
[Karen.Eisenach@lumen.com](mailto:Karen.Eisenach@lumen.com)

### CLAIM FOR REFUND OF PROPERTY TAXES

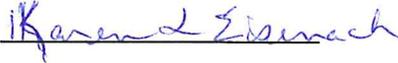
To: Board of Supervisors, County of Napa, California.

The undersigned, as Sr. Manager – Property Tax of Lumen Technologies (formerly CenturyLink) the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$ 12,736.38 in taxes levied for the fiscal year 2021-22. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was CenturyLink Communications LLC, a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 100 CenturyLink Dr, Monroe, LA, 71203, Ouachita Parish, Louisiana.
2. For fiscal year 2021-22, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$ 25,736.04 (Exhibit 1) and paid by claimant in full on or about 11/24/2021 and \_\_\_\_\_ (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$ 12,736.38, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Napa County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).
  - b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: January 4, 2023 at 1025 Eldorado Blvd, Broomfield CO 80021

Name: Karen Eisenach Title: Sr. Manager – Property Tax Signature: 

[karen.eisenach@lumen.com](mailto:karen.eisenach@lumen.com) 303-542-6445



**NAPA COUNTY 2021-2022 SECURED PROPERTY TAX BILL  
FOR FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022**

**ROBERT G. MINAHEN, TREASURER-TAX COLLECTOR  
1195 Third Street, Suite 108 Napa, CA 94559-3050**

PROPERTY INFORMATION		IMPORTANT MESSAGES
ASMT NUMBER: 799-000-173-000	TAX RATE AREA: 090-000	Original bill date 09/09/2021
FEE NUMBER: 799-000-173-000	ACRES: 0.00	PAY TAXES ONLINE: www.countyofnapa.org/tax
LOCATION: Map 2463 28 001 Par 01 RIGHT OF WAY 000004185		PAY TAXES BY PHONE - Call 1-855-627-2121
LIEN DATE ASSESSEE: CENTURYLINK COMMUNICATION LLC		**SUBJECT TO A SERVICE FEE**
<p>MIXED AADC 936 CENTURYLINK COMMUNICATION LLC ATTN: PROPERTY TAX 1025 ELDORADO BLVD BROOMFIELD CO 80021</p>		<p><b>2021-2022</b></p>
<p>0101</p>		

COUNTY VALUES, EXEMPTIONS, AND TAXES		
PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = COUNTY TAXES
ADDRESS CHANGE (707) 253-4457	LAND	418,560
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	125
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	756,691
EXEMPTION (707) 259-8752		
TAX QUESTIONS (707) 253-4311		
TAX RATE (707) 253-4577		
VALUATION (707) 259-8740		
VESSEL (707) 253-4457		

NET TAXABLE VALUE **1,175,376** x **1.000000** = **\$11,753.76**

VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS					
(707) 253-4577	00003	UNITARY DEBT SERVICE	1,175,376	1.189800	13,982.28

AGENCY TAXES + DIRECT CHARGES + FEES **\$13,982.28**

1ST INSTALLMENT 11/1/2021	2ND INSTALLMENT 2/1/2022	TOTAL TAXES
DELINQUENT AFTER 12/10/2021 <b>\$12,868.02</b>	DELINQUENT AFTER 04/11/2022 <b>\$12,868.02</b>	<b>\$25,736.04</b>

**NAPA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB**

ASMT NUMBER: 799-000-173-000	<b>2021-2022</b>	MAKE CHECK PAYABLE TO:
FEE NUMBER: 799-000-173-000		NAPA COUNTY TAX COLLECTOR
LOCATION: Map 2463 28 001 Par 01 RIGHT OF WAY 000004185		PO BOX 6002
CURRENT OWNER: CENTURYLINK COMMUNICATION LLC		WHITTIER, CA 90607
ATTN: PROPERTY TAX		<b>2nd</b>
1025 ELDORADO BLVD		INSTALLMENT
BROOMFIELD CO 80021		

TOTAL AMOUNT DUE 2/1/2022	<b>\$12,868.02</b>
AFTER APRIL 11, 2022 ADD 10% PENALTY + \$10 COST CHARGE	\$1,296.80
TOTAL DELINQUENT INSTALLMENT DUE	\$14,164.82
ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2022	

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 4/11/2022. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.

799000173000620214000012868024200001416482620214 04102022

**NAPA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB**

ASMT NUMBER: 799-000-173-000	<b>2021-2022</b>	MAKE CHECK PAYABLE TO:
FEE NUMBER: 799-000-173-000		NAPA COUNTY TAX COLLECTOR
LOCATION: Map 2463 28 001 Par 01 RIGHT OF WAY 000004185		PO BOX 6002
CURRENT OWNER: CENTURYLINK COMMUNICATION LLC		WHITTIER, CA 90607
ATTN: PROPERTY TAX		<b>1st</b>
1025 ELDORADO BLVD		INSTALLMENT
BROOMFIELD CO 80021		

TOTAL AMOUNT DUE 11/1/2021	<b>\$12,868.02</b>
AFTER DECEMBER 10, 2021 ADD 10% PENALTY	\$1,286.80
TOTAL DELINQUENT INSTALLMENT DUE	\$14,154.82
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY DECEMBER 10, 2021 WITH PAYMENT OF	<b>\$25,736.04</b>

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 12/10/2021. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.

799000173000620214000012868024100001415482620214 12102021

**CENTURYLINK INC.**  
PH: 303-542-6445  
100 CENTURYLINK DRIVE  
MONROE LA 71203

**EAGLE BANK**  
11900 BOURNEFIELD WAY  
SILVER SPRING, MD 20904

**NO. 77162270**

VOID 180 DAYS AFTER ISSUE 200268944 65-358/550

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
11/24/2021	77162270	25,736.04

**PAY**

\*\*\* Twenty-Five Thousand Seven Hundred Thirty-Six And 4/100-Dollars \*\*\*

**\$ \*\* 25,736.04 \*\***

**TO THE ORDER OF**  
**NAPA COUNTY TAX COLLECTOR**  
PO BOX 6002  
WHITTIER, CA 90607

Account No: 799-000-173-000  
Invoice No: CR25270

VERIFY FOR AUTHENTICITY

WATERMARK IN PAPER: HOLD UP TO A LIGHT VIEW

⑈ 77162270⑈ ⑆ 055003586⑆ 200268944⑈



This check also contains the following Security Features:

1. Fluorescent Underlines, visible only under Black (UV) Light.
2. Paper contains a Watermark: Held at an angle to view.
3. Chemical Protection: Prevents visible stains that show evidence of tampering with solvents or bleaches.
4. Microprinting on border of face. Under magnification look for "ORIGINAL DOCUMENT"
5. Back of check has a "VOID BAN TOGRAPH" visible if check is scanned or copied with a laser copier.

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

Tax Treasurer - Tax Collector

122/2021 011648 126 427 Napa County

00000316 00000424 ZIF

ORIGINAL

FEDERAL RESERVE BOARD

## Centurylink

## 2021 Overpayment of Tax due to flaw in Sec. 100

county	name	company	value	urate	utax	avgrate	avtax	difference
1	Alameda	2463	63,911,551	2.67880%	1,712,062.62	1.24300%	794,420.58	917,642.04
4	Butte	2463	2,387,841	1.44568%	34,520.62	1.11700%	26,672.18	7,848.44
6	Colusa	2463	3,449,167	1.20500%	41,562.44	1.09100%	37,630.41	3,932.03
7	Contra Costa	2463	5,803,359	1.81680%	105,435.42	1.16500%	67,609.13	37,826.29
9	El Dorado	2463	682,423	1.40526%	9,589.82	1.07000%	7,301.93	2,287.89
10	Fresno	2463	12,816,644	1.43244%	183,590.98	1.21000%	155,081.39	28,509.59
11	Glenn	2463	1,894,618	1.50592%	28,531.48	1.09600%	20,765.01	7,766.47
12	Humboldt	2463	1,288,089	1.73900%	22,399.86	1.09600%	14,117.46	8,282.40
13	Imperial	2463	11,167,254	1.71460%	191,473.74	1.20900%	135,012.10	56,461.64
15	Kern	2463	17,086,589	1.69070%	288,882.10	1.25900%	215,120.16	73,761.94
16	Kings	2463	2,917,955	1.34590%	39,272.90	1.08900%	31,776.53	7,496.37
19	Los Angeles	2463	115,961,655	1.19741%	1,388,530.65	1.16900%	1,355,591.75	32,938.90
20	Madera	2463	2,709,072	1.29548%	35,095.56	1.09800%	29,745.61	5,349.95
21	Marin	2463	440,270	1.94610%	8,568.08	1.13600%	5,001.47	3,566.61
23	Mendocino	2463	2,984,227	1.39500%	41,629.96	1.16100%	34,646.88	6,983.08
24	Merced	2463	4,070,563	1.60580%	65,446.52	1.09800%	44,694.78	20,751.74
27	Monterey	2463	8,256,215	1.11395%	91,969.76	1.09800%	90,653.24	1,316.52
28	Napa ✓	2463	1,175,376	2.18960%	25,736.04 ✓	1.10600%	12,999.66	12,736.38 ✓
30	Orange	2463	68,831,823	1.31445%	904,759.88	1.06700%	734,435.55	170,324.33
31	Placer	2463	4,985,837	1.79390%	89,440.94	1.08700%	54,196.05	35,244.89
33	Riverside	2463	13,641,284	1.86740%	254,737.34	1.18400%	161,512.80	93,224.54
34	Sacramento	2463	29,165,806	2.14650%	626,044.03	1.15400%	336,573.40	289,470.63
36	San Bernardino	2463	24,432,034	1.39000%	339,605.27	1.15500%	282,189.99	57,415.28
37	San Diego	2463	43,680,225	1.82240%	796,028.42	1.17400%	512,805.84	283,222.58
39	San Joaquin	2463	6,389,730	1.75770%	112,312.28	1.14000%	72,842.92	39,469.36
40	San Luis Obispo	2463	21,025,983	1.16627%	245,219.72	1.09400%	230,024.25	15,195.47
41	San Mateo	2463	4,379,921	1.97260%	86,398.32	1.11700%	48,923.72	37,474.60
42	Santa Barbara	2463	15,345,514	1.32709%	203,648.79	1.07300%	164,657.37	38,991.42
43	Santa Clara	2463	121,239,736	2.73931%	3,321,132.20	1.21800%	1,476,699.98	1,844,432.22
45	Shasta	2463	9,724,549	1.37750%	133,955.68	1.10600%	107,553.51	26,402.17
47	Siskiyou	2463	3,319,299	1.11690%	37,073.24	1.04900%	34,819.45	2,253.79
48	Solano	2463	6,790,019	1.71160%	116,217.94	1.18300%	80,325.92	35,892.02
49	Sonoma	2463	1,641,551	1.93010%	31,683.56	1.14000%	18,713.68	12,969.88
50	Stanislaus	2463	5,845,952	1.44395%	84,412.44	1.10200%	64,422.39	19,990.05
52	Tehama	2463	4,737,755	1.38810%	65,764.78	1.05000%	49,746.43	16,018.35
54	Tulare	2463	3,999,520	1.40350%	56,133.26	1.09300%	43,714.75	12,418.51
56	Ventura	2463	8,893,404	1.64364%	146,175.54	1.10800%	98,538.92	47,636.62
57	Yolo	2463	8,216,921	1.32040%	108,496.24	1.14100%	93,755.07	14,741.17
			665,289,731		12,073,538.42		7,745,292.26	4,328,246.16



January 4, 2023

Clerk of the Board of Supervisors  
County of Napa  
1195 Third Street, Rm. 310  
Napa, CA 94559

RECEIVED  
JAN - 5 2023  
NAPA COUNTY  
EXECUTIVE OFFICE

Dear Sir or Madam:

I have enclosed a claim for refund of property taxes for the 2022-23 fiscal year for CenturyLink Communications LLC. On January 22, 2021, CenturyLink, Inc. officially changed its name to Lumen Technologies, Inc. (Lumen). As Sr. Manager – Property Tax of Lumen Technologies, I have the authority to make this claim for refund pursuant to Revenue and Taxation Code section 5097.

I demand the Board of Supervisors make its order directing the controller to refund the claimant, CenturyLink Communications LLC, the amount listed on the enclosed Claim for Refund of Property Taxes, paragraph 3, plus appropriate interest. Supporting documentation of this claim includes a copy of the original tax bill, copies of canceled checks or documentation of successful EFT or ACH deposit. (Exhibits 1 and 2)

Should you have questions concerning this claim, please contact me as soon as possible.

Sincerely,

*Karen Eisenach*

Karen Eisenach  
Sr. Manager – Property Tax  
Lumen  
1025 Eldorado Blvd  
Broomfield CO 80021  
303-542-6445  
[Karen.Eisenach@lumen.com](mailto:Karen.Eisenach@lumen.com)

### CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of [Napa](#), California.

The undersigned, as Sr. Manager – Property Tax of Lumen Technologies (formerly CenturyLink) the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$ 21,073.27 in taxes levied for the fiscal year 2022-23. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was CenturyLink Communications LLC, a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 100 CenturyLink Dr, Monroe, LA, 71203, Ouachita Parish, Louisiana.
2. For fiscal year 2022-23, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in [Napa](#) County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$ 42,217.30 (Exhibit 1) and paid by claimant in full on or about 11/22/2022 and \_\_\_\_\_ (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$ 21,073.27, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of [Napa](#) County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).
  - b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: January 4, 2023 at 1025 Eldorado Blvd, Broomfield CO 80021

Name: Karen Eisenach Title: Sr. Manager – Property Tax Signature: Karen A Eisenach

[karen.eisenach@lumen.com](mailto:karen.eisenach@lumen.com) 303-542-6445



**NAPA COUNTY 2022-2023 SECURED PROPERTY TAX BILL  
FOR FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023**

**ROBERT G. MINAHEN, TREASURER-TAX COLLECTOR  
1195 Third Street, Suite 108 Napa, CA 94559-3050**

PROPERTY INFORMATION		IMPORTANT MESSAGES
ASMT NUMBER: 799-000-173-000	TAX RATE AREA: 090-000	Original bill date 09/15/2022 PAY TAXES ONLINE: www.countyofnapa.org/tax PAY TAXES BY PHONE - Call 1-855-627-2121 **SUBJECT TO A SERVICE FEE**
FEE NUMBER: 799-000-173-000	ACRES: 0.00	
LOCATION: Map 2463 28 001 Par 01 RIGHT OF WAY 000004185		
LIEN DATE ASSESSEE: CENTURYLINK COMMUNICATION LLC		
 *****MIXED AADC 936 CENTURYLINK COMMUNICATION LLC ATTN: PROPERTY TAX 1025 ELDORADO BLVD BROOMFIELD CO 80021		 <b>2022-2023</b> DISCOVER AMERICAN EXPRESS VISA MASTERCARD
1-0025630 000119 000006		

COUNTY VALUES, EXEMPTIONS, AND TAXES		
PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = COUNTY TAXES
ADDRESS CHANGE (707) 253-4457	LAND	418,560
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	125
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	1,493,072
EXEMPTION (707) 259-8747		
TAX QUESTIONS (707) 253-4311		
TAX RATE (707) 253-4577		
VALUATION (707) 259-8740		
VESSEL (707) 253-4457		

NET TAXABLE VALUE  x  =

VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS				
(707) 253-4577	00003	UNITARY DEBT SERVICE	1,911,757	23,069.74

AGENCY TAXES + DIRECT CHARGES + FEES

1ST INSTALLMENT 11/1/2022 DELINQUENT AFTER 12/12/2022	2ND INSTALLMENT 2/1/2023 DELINQUENT AFTER 04/10/2023	TOTAL TAXES
\$21,108.65	\$21,108.65	\$42,217.30

**↑ TEAR HERE NAPA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB**

ASMT NUMBER: 799-000-173-000      **2022-2023**      MAKE CHECK PAYABLE TO: **2nd**  
 FEE NUMBER: 799-000-173-000      NAPA COUNTY TAX COLLECTOR  
 LOCATION: Map 2463 28 001 Par 01 RIGHT OF WAY 000004185      1195 THIRD ST. STE. 108  
 CURRENT OWNER: CENTURYLINK COMMUNICATION LLC      NAPA, CA 94559-3050

CENTURYLINK COMMUNICATION LLC  
 ATTN: PROPERTY TAX  
 1025 ELDORADO BLVD  
 BROOMFIELD CO 80021



TOTAL AMOUNT DUE 2/1/2023	\$21,108.65
AFTER APRIL 10, 2023 ADD 10% PENALTY + \$10 COST CHARGE	\$2,120.86
TOTAL DELINQUENT INSTALLMENT DUE	\$23,229.51
ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2023	

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 4/10/2023. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.

799000173000620222000021108659200002322951520222 04102023

**↑ TEAR HERE NAPA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB**

ASMT NUMBER: 799-000-173-000      **2022-2023**      MAKE CHECK PAYABLE TO: **1st**  
 FEE NUMBER: 799-000-173-000      NAPA COUNTY TAX COLLECTOR  
 LOCATION: Map 2463 28 001 Par 01 RIGHT OF WAY 000004185      1195 THIRD ST. STE. 108  
 CURRENT OWNER: CENTURYLINK COMMUNICATION LLC      NAPA, CA 94559-3050

CENTURYLINK COMMUNICATION LLC  
 ATTN: PROPERTY TAX  
 1025 ELDORADO BLVD  
 BROOMFIELD CO 80021



TOTAL AMOUNT DUE 11/1/2022	\$21,108.65
AFTER DECEMBER 12, 2022 ADD 10% PENALTY	\$2,110.86
TOTAL DELINQUENT INSTALLMENT DUE	\$23,219.51
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY DECEMBER 12, 2022 WITH PAYMENT OF <b>\$42,217.30</b>	

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 12/12/2022. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.

799000173000620222000021108659100002321951720222 12102022



Thursday, 1/5/2023, Micky Cheek  
(Last logged in at 1:45 PM on 01/05/2023) (Last failed login at 1:32 PM on 12/01/2022)

CenturyLink Inc.

My Profile Training Logout

Create Support Ticket Find 79380090 More Options

Welcome Pay Bills Bill Status Reports Administration

Back to Search Results

CR40796 Paid

Check COM Image Attachments Notes & History

Amount: \$42,217.30  
 Invoice Date: 12/12/2022  
 Due: 12/12/2022  
 Check #: 79380090  
 Issued: 11/22/2022  
 Cleared: 11/30/2022

Memo:

Show more detail

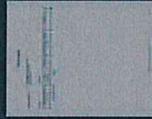
General Ledger Code	Amount
	\$0.00
Split Total:	

Check #79380090 11 / 22 / 22

A79380090B055003586C200268944D4221730E4221730.pdf

CLEARED 11 / 30 / 22

1 / 3 100% +



### Remittance Advice

NOVEMBER 22, 2022

Check Number: 79380090

USPS FIRST CLASS MAIL

79380090  
NAPA COUNTY TAX COLLECTOR  
1195 THIRD ST, STE. 108  
NAPA, CA 94559

**Paid by:**  
CENTURYLINK INC.  
PH: 303-542-8445  
100 CENTURYLINK DRIVE  
MONROE LA 71203

Account No:	Due Date	Anybill Ref#	Amount
799-000-175-000	12/12/2022	68640328	\$42,217.30
Invoice No: CR40796			Total: \$42,217.30

Remittance Advice

NOVEMBER 22, 2022

Check Number: 79380090

205

USPS FIRST CLASS MAIL

79380090  
NAPA COUNTY TAX COLLECTOR  
1195 THIRD ST. STE. 108  
NAPA, CA 94559

**Paid by:**  
CENTURYLINK INC.  
PH: 303-542-6445  
100 CENTURYLINK DRIVE  
MONROE LA 71203

Payment Details

Account No: 799-000-173-000  
Invoice No: CR40796

Due Date

Anybill Ref#

Amount

12/12/2022

68840328

\$42,217.30

Total: \$42,217.30

CENTURYLINK INC.

PH: 303-542-6445  
100 CENTURYLINK DRIVE  
MONROE LA 71203

EAGLE BANK

11900 BOURNEFIELD WAY  
SILVER SPRING, MD 20904

NO. 79380090

VOID 180 DAYS AFTER ISSUE 200268944 65-358/550

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
11/22/2022	79380090	42,217.30

PAY

\*\*\* Forty-Two Thousand Two Hundred Seventeen And 30/100-Dollars \*\*\*

\$ \*\* 42,217.30 \*\*

TO THE ORDER OF  
NAPA COUNTY TAX COLLECTOR  
1195 THIRD ST. STE. 108  
NAPA, CA 94559

Account No: 799-000-173-000  
Invoice No: CR40796

⑈ 79380090 ⑈ ⑆ 055003586 ⑆ 200268944 ⑈

## Centurylink

## 2022 Overpayment of Tax due to flaw in Sec. 100

county	County Name	company	value	urate	utax	avgrate	avtax	difference
1	Alameda	2463	47,202,388	2.8009%	1,322,091.68	1.243%	586,725.68	735,366.00
4	Butte	2463	2,189,814	1.4458%	31,660.96	1.117%	24,460.22	7,200.74
6	Colusa	2463	3,623,322	1.2491%	45,258.82	1.091%	39,530.44	5,728.38
7	Contra Costa	2463	5,646,882	1.8499%	104,461.66	1.165%	65,786.18	38,675.48
9	El Dorado	2463	2,917,645	1.4512%	42,341.72	1.070%	31,218.80	11,122.92
10	Fresno	2463	13,701,949	1.4499%	198,659.34	1.210%	165,793.58	32,865.76
11	Glenn	2463	1,880,539	1.4678%	27,602.66	1.096%	20,610.71	6,991.95
12	Humboldt	2463	1,167,729	1.7990%	21,007.42	1.096%	12,798.31	8,209.11
13	Imperial	2463	11,327,120	1.7295%	195,902.54	1.209%	136,944.88	58,957.66
15	Kern	2463	17,554,593	1.7019%	298,762.84	1.259%	221,012.33	77,750.51
16	Kings	2463	3,093,317	1.3037%	40,327.26	1.089%	33,686.22	6,641.04
19	Los Angeles	2463	122,895,101	1.1939%	1,467,191.75	1.169%	1,436,643.73	30,548.02
20	Madera	2463	2,850,687	1.2604%	35,929.34	1.098%	31,300.54	4,628.80
21	Marin	2463	441,262	1.9604%	8,650.50	1.136%	5,012.74	3,637.76
23	Mendocino	2463	3,043,610	1.4710%	44,771.50	1.161%	35,336.31	9,435.19
24	Merced	2463	4,178,309	1.6311%	68,148.20	1.098%	45,877.83	22,270.37
27	Monterey	2463	8,657,791	1.1381%	98,535.94	1.098%	95,062.55	3,473.39
28	Napa ✓	2463	1,911,757	2.2083%	42,217.30 ✓	1.106%	21,144.03	21,073.27 ✓
30	Orange	2463	79,356,979	1.3095%	1,039,179.64	1.067%	846,738.97	192,440.67
31	Placer	2463	5,137,085	1.7919%	92,051.40	1.087%	55,840.11	36,211.29
33	Riverside	2463	14,591,448	1.9567%	285,512.32	1.184%	172,762.74	112,749.58
34	Sacramento	2463	32,233,768	2.1967%	708,079.18	1.154%	371,977.68	336,101.50
36	San Bernardino	2463	26,310,529	1.4179%	373,056.99	1.155%	303,886.61	69,170.38
37	San Diego	2463	48,964,145	1.8717%	916,466.78	1.174%	574,839.06	341,627.72
39	San Joaquin	2463	6,640,252	1.8289%	121,443.56	1.140%	75,698.87	45,744.69
40	San Luis Obispo	2463	23,915,352	1.1745%	280,892.98	1.094%	261,633.95	19,259.03
41	San Mateo	2463	4,370,094	2.0347%	88,918.30	1.117%	48,813.95	40,104.35
42	Santa Barbara	2463	15,846,193	1.3498%	213,895.08	1.073%	170,029.65	43,865.43
43	Santa Clara	2463	128,645,621	2.8984%	3,728,638.94	1.218%	1,566,903.66	2,161,735.28
45	Shasta	2463	10,093,517	1.3447%	135,727.50	1.106%	111,634.30	24,093.20
47	Siskiyou	2463	3,438,301	1.1110%	38,202.94	1.049%	36,067.78	2,135.16
48	Solano	2463	6,998,750	1.7540%	122,758.06	1.183%	82,795.21	39,962.85
49	Sonoma	2463	1,649,305	1.8963%	31,275.76	1.140%	18,802.08	12,473.68
50	Stanislaus	2463	6,093,111	1.4634%	89,169.30	1.102%	67,146.08	22,023.22
52	Tehama	2463	4,988,108	1.3845%	69,060.34	1.050%	52,375.13	16,685.21
54	Tulare	2463	4,103,331	1.3589%	55,760.14	1.093%	44,849.41	10,910.73
56	Ventura	2463	9,251,725	1.6478%	152,454.36	1.108%	102,509.11	49,945.25
57	Yolo	2463	10,136,292	1.4059%	142,506.12	1.141%	115,655.09	26,851.03
			697,047,721		12,778,571.12		8,089,904.55	4,688,666.57



A Tradition of Stewardship  
A Commitment to Service

TRACY A. SCHULZE  
AUDITOR-CONTROLLER

## NAPA COUNTY DEPARTMENT OF AUDITOR-CONTROLLER

1195 THIRD STREET, SUITE B10  
NAPA, CALIFORNIA 94559  
PHONE: (707) 253-4551, FAX: (707) 226-9065

ADDRESS ALL CORRESPONDENCE TO:  
PROPERTY TAX SERVICES DIVISION  
1195 THIRD STREET, SUITE B10  
NAPA, CA 94559

### NAPA COUNTY PROPERTY TAX CLAIM FOR REFUND

<b>Step 1:</b> Requestor's name and address (If requestor is an agent, please provide Tax Agent Registration #)	Requestor's name Gary Hunter, AVP TAX		Tax Agent Registration # N/A	
	Present mailing address (number and street) 1010 Pine St, ROOM 9E-L-01		Email Address gh8190@att.com	
	City, town or post office, state, ZIP code St Louis, MO 63101		Phone (area code and number) 214-782-3738	
<b>Step 2:</b> Describe the property	Owner's name AT&T Mobility LLC			
	Assessor's Identification Number (Mapbook - Page - Parcel) Assessment #799-000-218-000 Map 2628 28 219 Par 01		Unsecured Bill Number	
	Year 2018-19	Sequence		Tax Rate Area 090-000
	Situs address (number and street) SBE assessed unitary property			
	City, town or post office, state, ZIP code			
<b>Step 3:</b> Did you file an appeal with the Assessment Appeals Board?	If yes, what is the assessment appeal application number?	Filing date	Yes <input type="checkbox"/> No <input type="checkbox"/> Did you receive a Notice of Board Action?	If yes, when?  <b>NOTE:</b> If you designated your Assessment Appeal Application as a Claim for Refund, there is <u>no</u> need to file this application.
	<b>Step 4:</b> Describe reason for property tax refund  Attach additional documents if necessary  <div style="text-align: center; font-size: 1.2em;">SEE ATTACHED</div>			
<b>Step 5:</b> Amount of property tax refund	Tax amount <b>62,974</b>	Penalty amount	Redemption penalty amount	Cost amount Fee amount <b>62,974</b>
	<b>Step 6:</b> Sign the application I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.			
<b>Step 7:</b> Mail application to:	sign here → Signature		Date 11/15/2022	
	Title (If applicable) AVP TAX			
	If this claim is for a company, the person signing must state their title.			
<b>Contact Numbers</b>	Napa County Auditor-Controller Property Tax Services Division 1195 Third Street, Suite B10 Napa, CA 94559			
	Customer Service: (707) 253-4551		FAX: (707) 226-9065	

Please submit a separate form for each tax year for which you are requesting refund. Claim must be filled out completely and signed in order to be deemed a properly executed claim.

## CLAIM FOR REFUND OF PROPERTY TAXES

To: Board of Supervisors, County of *NAPA*, California.

The undersigned, as *AVP TAX* of *AT&T Services*, as delegated by the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$ 62,974 in taxes levied for the fiscal year 2018-19. In support of said claim, the undersigned states:

1. Claimant is and at all times herein mentioned was *AT&T Mobility LLC*, a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 1025 Lenox Park Blvd NE, Atlanta, Fulton County, Georgia.
2. For fiscal year 2018-19, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimant's unitary and nonoperating property in *NAPA* County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$ 130,697 (Exhibit 1) and paid by claimant in full on or about *December 7, 2018* and *April 2, 2019* (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$ 62,974, plus appropriate interest, on the grounds that said taxes were erroneously or illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of *NAPA*

County, in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).

- b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.

4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: *November 15, 2022* at 208 S. Akard, Dallas, Texas

Name: Gary Hunter

Title: AVP TAX

Signature:





A Tradition of Stewardship  
A Commitment to Service

**NAPA COUNTY 2018-2019 SECURED PROPERTY TAX BILL  
FOR FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019**

**TAMIE R. FRASIER, TREASURER-TAX COLLECTOR  
1195 Third Street, Suite 108 Napa, CA 94559-3050**

**PROPERTY INFORMATION**

ASMT NUMBER: 799-000-218-000 TAX RATE AREA: 090-000  
 FEE NUMBER: 799-000-218-000 ACRES: 0.00  
 LOCATION: Map 2628 28 219 Par 01 POSS INT 00000  
 LIEN DATE ASSESSEE: AT&T MOBILITY LLC

AT&T MOBILITY LLC  
 AT&T PROPERTY TAX GROUP  
 1010 PINE 9E-L-01  
 ST LOUIS MO 63101

000107 0025286

**IMPORTANT MESSAGES**

Original bill date 09/06/2018  
 PAY TAXES ONLINE: www.countyofnapa.org/tax  
 PAY TAXES BY PHONE - Call 1-866-269-2015  
 \*\*SUBJECT TO A SERVICE FEE\*\*

**2018-2019**



**COUNTY VALUES, EXEMPTIONS, AND TAXES**

PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = COUNTY TAXES
ADDRESS CHANGE (707) 253-4457	LAND	103,282
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	1,646,625
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	4,291,361
EXEMPTION (707) 259-8752		
TAX QUESTION (707) 253-4311		
TAX RATE (707) 253-4577		
VALUATION (707) 259-8740		
VESSEL (707) 253-4457		

NET TAXABLE VALUE **6,041,268** x **1.000000** = **\$60,412.68**

**VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS**

PHONE NUMBER	TAX CODE	DESCRIPTION	ASSESSED VALUES X TAX RATE /100 = AGENCY TAXES
(707) 253-4577	00003	UNITARY DEBT SERVICE	6,041,268 1.163400 70,284.12

AGENCY TAXES + DIRECT CHARGES + FEES **\$70,284.12**

<b>1ST INSTALLMENT DUE 11/1/2018</b> DELINQUENT AFTER 12/10/2018	<b>2ND INSTALLMENT DUE 2/1/2019</b> DELINQUENT AFTER 04/10/2019	<b>TOTAL TAXES</b>
\$65,348.40	\$65,348.40	<b>\$130,696.80</b>

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK



JPMorgan Chase Bank, N.A.  
Syracuse, NY

50-937/213

Date 12/07/2018  
Check Number 3322235711

Pay this amount  
\$65,348.40

PAY SIXTY-FIVE THOUSAND THREE HUNDRED FORTY-EIGHT AND 40/100

10028620 SS

To the order of  
NAPA COUNTY TAX COLLECTOR  
1195 THIRD STREET STE 108  
NAPA CA 94559

Void 180 days from check date



*Payee Signature*

⑈3322235711⑈ ⑆021309379⑆ 630154534509⑈

73099980

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00000209 00000415.TIF

12/10/18 001971 104 16 Napa County Treasurer - Tax collector

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DO NOT ACCEPT IF SECURITY MARK IS ABSENT.  
ENDORSE HERE

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK



JPMorgan Chase Bank, N.A.  
Syracuse, NY

50-937/213

Date 04/03/2019  
Check Number 3322481748

Pay this amount  
\$65,348.40

PAY  
SIXTY-FIVE THOUSAND THREE HUNDRED FORTY-EIGHT AND 40/100

10028620 SS

To the order of  
NAPA COUNTY TAX COLLECTOR  
1195 THIRD STREET STE 108  
NAPA CA 94559



Void 180 days from check date

⑈ 3322481748 ⑈ ⑆ 021309379 ⑆ 6301545434509 ⑈

74943327

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4/10/19 002327 65 185 Napa County Treasurer - Tax Collector

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HOLD AT ANGLE TO VIEW SECURITY MARK  
DO NOT ACCEPT IF SECURITY MARK IS ASSENT.  
ENDORSE HERE



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0490

---

**TO:** Board of Supervisors  
**FROM:** David Morrison - Interim County Executive Officer  
**REPORT BY:** Neha Hoskins - Clerk of the Board  
**SUBJECT:** Appointments to the GSFA and GSCA

---

### **RECOMMENDATION**

Interim County Executive Officer and Clerk of the Board request the appointment of Supervisor Anne Cottrell as Delegate and Supervisor Alfredo Pedroza as Alternate to the Golden State Finance Authority (GSFA) and Golden State Connect Authority (GSCA).

### **EXECUTIVE SUMMARY**

Appointments to the GSFA Board of Directors are routinely made on an annual basis at the Board of Supervisors first meeting of the year in conjunction with appointments to the Rural County Representatives of California (RCRC). While these appointments occurred at the Board of Supervisors meeting of January 3, 2023 wherein Supervisor Anne Cottrell was appointed as Delegate and Supervisor Alfredo Pedroza as Alternate to RCRC with their appointed positions reversed for GSFA, RCRC is encouraging appointment of the same Delegates and Alternates to the GSFA and GSCA since they meet concurrently on the same dates and times as RCRC.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? No  
County Strategic Plan pillar addressed: Effective and Open Government

### **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.

**BACKGROUND AND DISCUSSION**

RCRC is a 39-member county service organization that champions policies on behalf of California’s smallest counties and other member counties with significant rural areas. The RCRC Board of Directors is comprised of a Delegate of the Board of Supervisors from each of its 39 members. RCRC staff work in partnership with its Board to deliver a rural perspective when legislation and regulations are being formulated in Sacramento and Washington, D.C. Its efforts help enhance and protect the quality of life in California’s small and rural counties.

The Delegates and Alternates of RCRC also serve on the GSFA and GSCA, which meet concurrently on the same dates and times as RCRC. On January 3, 2023, the Board of Supervisors appointed Supervisor Anne Cottrell as the Delegate and Supervisor Alfredo Pedroza as the Alternate for RCRC and Supervisor Alfredo Pedroza as the Delegate and Supervisor Anne Cottrell as the Alternate for GSFA. When staff informed RCRC of the appointments, they replied that they encourage the Delegate and Alternate for RCRC be the same for GSFA and GSCA since their meetings are held concurrently on the same dates and times as RCRC, as well as for consistency purposes. While the Board has always made appointments to RCRC and GSFA, they have never made formal appointments to the GSCA; the Delegate or Alternate for RCRC and GSFA just attended those meetings as needed. RCRC is now requesting formal appointments to the GSCA.

Staff requests the appointment of Supervisor Anne Cottrell as Delegate and Supervisor Alfredo Pedroza as Alternate to the GSFA and GSCA. Terms for these positions are reviewed annually.



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0347

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**TO:** Board of Supervisors  
**FROM:** Jason Martin, Deputy Fire Chief  
**REPORT BY:** Stacie McCambridge, Staff Services Manager  
**SUBJECT:** Utility 28 Budget Transfer, Sole Source, Capital Asset, Surplus U28

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### **RECOMMENDATION**

Deputy Fire Chief requests the following actions regarding the lights, sirens and graphics of Utility 28 for the Chipping Program (4/5 vote required):

1. Approval of a Budget Transfer increasing appropriations by \$6,400, in the Fire Marshal's subdivision (2100001-55400), in the Fire Operations Subdivision (2100000-57900); offset by a decrease in the Fire Operations Subdivision (2100000-52520);
2. Establishment of capital assets in the amount of \$6,400 for the purchase of communication equipment (lights/sirens/radios), lettering/graphics for utility pickup truck being purchased for the Napa County Chipping Program;
3. Authorization to declare 2007 Ford F450 pickup (current Utility 28) as surplus and no longer required for public use; remove the item from inventory and dispose at public auction; and
4. Request waiver of competitive bidding requirements and sole source award for the installation of communication equipment from Wattco, Suisun, California for a total of \$3,600 and lettering/graphics from Napa Sign Shop, Napa, California for a total of \$2,800 pursuant to County Ordinance Code 2.36.090.

### **EXECUTIVE SUMMARY**

The Board of Supervisors, as part of the fiscal year 2022/2023 budget approval process, authorized the purchase of a new pickup truck, replacing the current Utility 28 used by the department's vegetation management fuels reduction project, or The Napa County Chipping Program. County Fire is now asking to secure vendors; Wattco and Napa Sign Shop with a waiver of competitive bidding requirements and sole source award for the installation of communication equipment and the lettering/ graphics. Approval will also establish these items as capital assets in the amount of \$6,400. Staff would also like to declare the current Utility 28

(2007 Ford F450 pickup), as surplus and no longer required for public use; remove the item from inventory and dispose at public auction.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Funds are available in the Fire Protection Budget Unit (2100).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Wattco and the Napa Sign Shop are both local vendors. Other vendors would require extensive travel and would not be cost effective to the County.
Is the general fund affected?	No
Future fiscal impact:	The cost of maintenance, which would be supported by the Fire Protection Fund (2100).
Consequences if not approved:	Items will not be standardized, and distance travelling will be needed to have work completed.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

**ENVIRONMENTAL IMPACT**

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

**BACKGROUND AND DISCUSSION**

The Board of Supervisors, as part of the fiscal year 2022/2023 budget approval process, authorized the purchase of a new utility pickup listed on the Fixed Asset Schedule, at the cost of \$85,000, to replace the aging Utility 28 used as a tow vehicle within the Napa County Chipping Program. When requesting the pickup truck in the 2022/2023 budget, the communication equipment and lettering/graphics were not included in the original quote.

County Fire is now asking to secure vendors Wattco and Napa Sign with a waiver of competitive bidding requirements and sole source award for the installation of communication equipment and lettering/graphics. Approval will also establish these items as part of the original capital asset (pickup truck).

Wattco provides local highly specialized work on emergency vehicles. Not only Fire but the County Sheriff's Office uses this vendor as well for their emergency lights, sirens, and radio needs. There are no other facilities with one hundred miles that can perform the level of service need for these emergency vehicles. The cost to outfit communications to the new Utility 28 will be \$3,600.

Napa Sign Shop is the last local vehicle graphic company. County Fire has used other vendors in the past that

were in the County, but they have since closed their businesses. Napa Sign shop has completed work for the department in the past and currently has the department's logos and graphic templates on file. To set graphics on this vehicle the cost will total \$2,800.

The current Utility 28, a 2007 For F450, has reached the end of its useful life and will be sold at auction if approved today. California Code Section 25363 authorizes the Board of Supervisors, upon four-fifths vote, to sell at public auction and convey to the highest bidder for cash, any property belonging to the County and not required for public use. Fire intends to us JJ Kane Auction in Dixon.

In March of 2021, County Fire submitted for and was awarded the 2022 California Climate Investments Fire Prevention Grant for a maximum of \$938,285 for the term of March 15, 2022, through March 15, 2025, to provide funding for the Napa County Fuels Reduction Chipping Program. A portion of that grant was designated to reimbursing prevention equipment in the amount of \$227,225. The cost of the pickup truck was placed under this grant and will be fully reimbursed. Grant money will be awarded in arrears, for services rendered, and acceptable invoices submitted and approved by the grant program.



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0494

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**TO:** Board of Supervisors  
**FROM:** Jennifer Yasumoto, Director of Health and Human Services Agency  
**REPORT BY:** Summer Isham, Contracts Supervisor  
**SUBJECT:** Amendment No. 1 to Agreement No.220287B with Bi-Bett Corporation

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### **RECOMMENDATION**

Director of Health and Human Services Agency (HHS) requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220287B with Bi-Bett Corporation, for a new contract maximum of \$751,289 for Fiscal Year 2022-2023, and each subsequent renewal, for the provision of withdrawal management and short-term residential treatment services.

### **EXECUTIVE SUMMARY**

Approval of today's action will increase the contract maximum by \$331,200, for a new contract maximum of \$751,289, replace Exhibit A with Exhibit A-1 to add additional locations and services for withdrawal management and residential treatment, and replace Exhibit B with Exhibit B-1 to update the budget accordingly.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health & Human Services, Alcohol & Drug Services
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the approved Fiscal Year 2022-2023 budget and future fiscal years will be budgeted accordingly.

Consequences if not approved:

If this amendment is not approved, Napa County will be out of compliance with the State-County Drug Medi-Cal Organized Delivery System (DMC-ODS) Interagency Agreement and Napa County clients will not have services available for acute withdrawal management care.

County Strategic Plan pillar addressed:

Healthy, Safe, and Welcoming Place to Live, Work, and Visit

### **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.

### **BACKGROUND AND DISCUSSION**

Napa County Health and Human Services Agency operates a Drug Medi-Cal Organized Delivery System (DMC-ODS) that provides residents with a continuum of care for substance use treatment. This continuum of care is built upon the American Society of Addiction Medicine (ASAM) Criteria for substance use disorder treatment services. The levels of care within this model include withdrawal management services (ASAM level of care 3.2) and residential treatment (ASAM levels of care 3.1, 3.3 and 3.5).

Bi-Bett is a licensed and certified DMC-ODS provider that is part of the County's existing network with an agreement to provide adult residential treatment services within the above-referenced levels of care. The amendment before the Board today adds the provision of withdrawal management services. It also enables the County to place clients at two additional Bi-Bett facilities in Solano and Contra Costa counties. To account for increased referrals to these facilities and the rates for withdrawal management services, this amendment will increase the contract maximum by \$331,200 for a total of \$751,289 commencing in the current fiscal year, and each subsequent renewal thereafter.

**NAPA COUNTY AGREEMENT NO. 220287B  
AMENDMENT NO. 1**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 220287B** is effective as of the \_\_\_\_ day of \_\_\_\_\_ 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **BI-BETT CORPORATION**, a California nonprofit corporation whose mailing address is 390 North Wiget Lane, Suite 150, Walnut Creek, CA 94598, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, on July 1, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220287B (hereinafter referred to as "Agreement") for CONTRACTOR to provide withdrawal management and short-term residential treatment services to Napa County adult residents; and

**WHEREAS**, the Parties wish to amend the Agreement to increase the contract maximum payable to CONTRACTOR; replace Exhibit A with Exhibit A-1 (Scope of Work) to revise the services provided and add service locations; and replace Exhibit B with Exhibit B-1 (Compensation) to amend the Agreement's budget.

**TERMS**

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

1. The maximum amount of payment on Page 1 of the Agreement shall be **Seven Hundred Fifty-One Thousand Two Hundred Eighty-Nine Dollars (\$751,289.00)**, reflecting an increase of **Three Hundred Thirty-One Thousand Two Hundred Dollars (\$331,200.00)**; provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit A is hereby replaced with "Exhibit A-1" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "A" shall refer to "Exhibit A-1" commencing as of the effective date of this Amendment.
3. Exhibit B is hereby replaced with "Exhibit B-1" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "B" shall refer to "Exhibit B-1" commencing as of the effective date of this Amendment.
4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 220287B as of the first date written above.

BI-BETT CORPORATION

By   
SHELLEE STOPERA, Chief Executive Officer

By   
JEANNE REBERG, Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
BELIA RAMOS, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e-signature)</p> <p>Date: March 22, 2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A-1**  
**SCOPE OF WORK**  
**For Fiscal Year 2022-2023**  
**(and each automatic renewal thereof)**

**1. Service Overview**

COUNTY is entering into this Agreement with Bi-Bett Corporation (CONTRACTOR) for the purpose of purchasing Drug Medi-Cal Organized Delivery System (DMC-ODS) short-term residential treatment and withdrawal management for substance use disorders (SUD). Based on COUNTY's agreement to purchase these services, CONTRACTOR agrees to provide treatment services to the COUNTY on the terms and conditions of this Agreement.

COUNTY is under a multi-year agreement (**Napa County Agreement No. 180182B**) with the California Department of Health Care Services (DHCS) for the provision of these services, which is incorporated by reference. CONTRACTOR acknowledges and agrees to abide by the applicable terms of Napa County Agreement No. 180182B, and as it may be amended from time to time. COUNTY shall promptly notice CONTRACTOR of any subsequent amendments in accordance with General Terms and Conditions Paragraph 2.13 (Notices), who shall be bound thereby on receipt.

**2. Program Service Delivery**

CONTRACTOR agrees to operate a short term residential and withdrawal management substance use disorder treatment program described in Section 5 of this Agreement. Services and work provided by CONTRACTOR at COUNTY's request under this Agreement will be performed in a timely manner, and in accordance with applicable local, state and statutes and regulations, including, but not limited to the following:

Sections 96.126, 96.127, 96.128, 96.131 and 96.132, and all references therefrom, of the Alcohol, Drug Abuse, and Mental Health Administration (ADAMHA) Reauthorization Act, Public Law 106-310, the State of California Alcohol and/or Other Drug Program Certification Standards (May 1, 2017 version), Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8; Drug Medi-Cal Certification Standards for Substance Abuse Clinics; Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1; Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq. and any and all guidelines promulgated by the State Department of Health Care Services' (DHCS) Substance Use Disorder Services and the Napa COUNTY Department of Health and Human Services to serve special populations and groups, as applicable; COUNTY laws, ordinances, regulations and resolutions; and in a manner in accordance with the standards and obligations of CONTRACTOR's profession. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations. COUNTY shall maintain copies of above-mentioned statutes, regulations, and guidelines for CONTRACTOR's use.

### **3. Service Locations**

Non-perinatal (gender responsive) women's residential and withdrawal management services shall be provided at CONTRACTOR sites located at:

- a. Frederick Ozanam Center, 2931 Prospect Avenue, Concord, CA 94518
- b. Wollam, 2 Davi Avenue, Pittsburg, CA 94565

Men's residential services shall be provided at CONTRACTOR site located at:

- a. Diablo Valley Ranch (DVR), located at 11540 Marsh Creek Road, Clayton, CA 94517

Co-ed residential withdrawal management services shall be provided at CONTRACTOR site located at:

- a. South Solano Alcohol Council, 419 Pennsylvania Street, Vallejo, CA 94590

### **4. Authorization of Services:**

CONTRACTOR shall secure written authorization from COUNTY for all admissions of Napa County clients to CONTRACTOR's short-term residential treatment beds prior to placement. The written authorization shall be provided by COUNTY's Alcohol & Drug Services Division.

Withdrawal management services do not require pre-authorization. For clients presenting for withdrawal management services, CONTRACTOR shall submit the following documents to Napa County Medical Records prior to invoicing for services:

- a. Demographic form
- b. Notice of Case Assignment or Termination (NOA)
- c. Client Financial Review Form
- d. LPHA Diagnostic Summary and Determination

CONTRACTOR retains control over and responsibility for the Program. CONTRACTOR may refuse admission to a referral or may discharge a client at any time if, in the judgment of its professional staff, such actions are in the best interests of the client, other clients, or the Program as a whole.

### **5. Services to be Provided**

The minimum service components of Residential Treatment Services (3.1, 3.3 and 3.5) and Withdrawal Management (3.2) are further described in Exhibit A, Attachment 1, as well as in Exhibit A, Attachment 2 (MHSUDS Information Notice 18-001):

- a. **Residential Withdrawal Management (ASAM Level 3.2-WM):** Clinically managed residential withdrawal management (24-hour support for moderate withdrawal symptoms that are not manageable in outpatient setting).

CONTRACTOR shall screen clients prior to admission to detoxification and during the detoxification process. CONTRACTOR shall provide comprehensive Withdrawal Management (WM) services that include group education and referral to emergency or primary medical care as needed and according to standard of care and medical protocols established by CONTRACTOR's Medical Director. CONTRACTOR shall adhere to and maintain residential detoxification practices and staffing ratios

prescribed by Alcohol and/or Other Drug Program Certification Standards May 1, 2017, 24-hours per day, 7 days per week. After completion of the detoxification treatment episode, CONTRACTOR shall secure COUNTY authorization prior to placement to Level of Care 3.1, 3.3, or 3.5. All detoxification services shall be documented.

- b. **Residential (ASAM Level 3.1) Clinically Managed Low Intensity:** 24-hour structure with trained and credentialed personnel providing clinically directed program activities and professionally directed treatments to stabilize and maintain substance use disorder (SUD) symptoms, develop and apply recovery skills, and preparation for outpatient treatment.
- c. **Residential (ASAM Level 3.3) Clinically Managed Population Specific High Intensity:** 24-hour care with trained and credentialed personnel providing clinical directed, less intense program activities and professional directed treatments to stabilize and maintain SUD symptoms and to develop and apply recovery skills specific for individuals with cognitive or other functioning impairments.
- d. **Residential (ASAM Level 3.5) - Clinically Managed High-Intensity:** Provides 24-hour care with trained and credentialed personnel providing clinical directed program activities and professionally directed treatments to stabilize and maintain SUD symptoms, develop and apply recovery skills specific for individuals with co-occurring mental health disorders. Stabilization of multi-dimensional imminent danger and preparation for outpatient treatment. Beneficiaries must be able to tolerate and use the full milieu or therapeutic community.
- e. **Components of Treatment:**
  - i. **Intake:** The process of determining that a beneficiary meets the medical necessity criteria and admitting the beneficiary into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. CONTRACTOR shall secure COUNTY pre-authorization to include an ASAM assessment and DSM Medical Necessity determination prior to placement. At the time of admission, an LPHA employed by the CONTRACTOR shall meet with the beneficiary face to face to complete a **Justification for Residential Treatment** form, and verify that the ASAM assessment is current and the level of care recommended is appropriate. If the client's status has changed, such that the information contained in the assessment provided by COUNTY is no longer an accurate and complete assessment of the client as of the date of admission, LPHA employed by CONTRACTOR shall complete a **Continuing Services Reassessment** and determine the appropriate level of care within 72 hours of admission. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
  - ii. **Individual and Group Counseling:** Contacts between a beneficiary and a therapist or counselor. Services provided in-person, via telehealth or by telephone qualify

as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

- iii. Patient Education: Provide research-based education on addiction, treatment, recovery, and associated health risks.
- iv. Family Therapy: The effects of addiction are far-reaching and patient's family members and loved ones are also affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery, as well as their own recovery, can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.
- v. Safeguard of Medications: Facilities shall store all resident's medication and facility staff members may assist with resident's self-administration of medication.
- vi. Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.
- vii. Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance, which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.
- viii. Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan shall be developed within 10 calendar days from the date of the resident's admission. reviewed and documented within 30 calendar days after signing the treatment plan and no later than every 30 calendar days thereafter.
- ix. Transportation Services: Provision of or arrangement for transportation to and from medically necessary treatment local to residential facility. For non-local/out-of-county services, CONTRACTOR will assist clients in coordinating public or other private transportation. CONTRACTOR will not be responsible for transportation to/from residential facility at time of intake and discharge.
- x. Discharge Services: The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or

the linkage of the individual to essential community treatment, housing and human services.

- f. **Care Coordination:** Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level.

In addition to the residential treatment service components listed above, CONTRACTOR shall provide care coordination services to all eligible beneficiaries, based on need. CONTRACTOR shall coordinate a system of care with physical and/or mental health in order to ensure appropriate level of care. CONTRACTOR shall be responsible for the oversight and monitoring of care coordination staff and services as described below:

Care coordination services will focus on coordination of SUD care, integration around primary care especially for beneficiaries with chronic substance use disorder and interaction with the criminal justice system, if needed.

Care coordination services may be provided face-to-face or via telephone. These activities and services shall be provided by a registered or certified counselor or LPHA. These services shall be consistent with and shall not violate confidentiality of alcohol and drug clients as set forth in 42 CFR Part 2, and California law.

- g. **Referral of Clients for Ancillary Services:** In addition to providing residential treatment services to clients, CONTRACTOR shall maintain a directory of related behavioral health, health, vocational, housing, and other services which might be of benefit to persons served under this Agreement. Program staff shall, as a part of the treatment planning and treatment process, evaluate client needs for these additional services and make appropriate recommendations and referrals. Without limiting this, upon request by COUNTY, CONTRACTOR shall include specific ancillary services funded or otherwise supported by COUNTY in its directory and shall cooperate with COUNTY in identifying and referring appropriate clients.

**6. Priority for Admission:**

Priority for admission to treatment services shall be given to (in this order):

- (a) Pregnant injecting drug users
- (b) Pregnant substance abusers
- (c) Injecting drug users
- (d) All other drug users

Program services shall be provided only to residents of California. This limitation is required because the facility is being provided at a preferential rent by the State of California.

**7. Length of Stay:**

Under the DMC-ODS program terms and conditions, Medi-Cal reimbursement to county DMC-ODS plans for residential services was limited to a maximum of two non-continuous residential

stays during a one-year period. In accordance with CMS' approval, obtained on March 17, 2021, the annual reimbursement limitation on the number of residential stays has been removed.

In accordance with CMS approval the following changes are effective as of January 1, 2021: A client's length of stay for residential treatment services shall be determined by a Licensed Practitioner of the Healing Arts (LPHA) based on medical necessity. In accordance with CMS State Medicaid Director Letter #17-0003, the statewide goal for the average length of stay for residential treatment services provided by participating counties is 30 days or less. In furtherance of that goal, counties shall adhere to the length of stay monitoring requirements set forth by DHCS.

### **8. Clinical Documentation**

CONTRACTOR shall refer to DHCS Behavioral Health Information Notices (**BHIN**) **22-019** and **23-001** for regulations pertaining to clinical documentation. Nothing in this agreement supersedes these notices or any future information notices released by DHCS pertaining to clinical documentation.

- a. Treatment Plan:** For each beneficiary admitted to treatment services, the LPHA or counselor shall prepare an individualized written initial treatment plan, based upon the information obtained in the intake and assessment process. The LPHA or counselor shall attempt to engage the beneficiary to meaningfully participate in the preparation of the initial treatment plan and updated treatment plans.

#### Initial Treatment Plan and Updated Treatment Plans:

The initial treatment plan and updated treatment plans shall include all of the following:

- A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation.
- Goals to be reached which address each problem.
- Action steps that will be taken by the provider and/or beneficiary to accomplish identified goals.
- Target dates for the accomplishment of action steps and goals.
- A description of the services, including the type of counseling, to be provided and the frequency thereof.
- The assignment of a primary therapist or counselor.
- The beneficiary's diagnosis as documented by the Medical Director or LPHA.
- If a beneficiary has not had a physical examination within the 12-month period prior to the beneficiary's admission to treatment date, a goal that the beneficiary have a physical examination.
- If documentation of a beneficiary's physical examination, which was performed during the prior twelve months, indicates a beneficiary has a significant medical illness, a goal that the beneficiary obtain appropriate treatment for the illness.

CONTRACTOR shall ensure that the initial treatment plan meets all of the following requirements:

- The LPHA or counselor shall complete, type or legibly print their name, and sign and date the initial treatment plan within 10 calendar days of the admission to treatment date.
- The beneficiary shall review, approve, type or legibly print their name, sign and date the initial treatment plan, indicating whether the beneficiary participated in preparation of the plan.
- If the beneficiary refuses to sign the treatment plan, the provider shall document the reason for refusal and the provider's strategy to engage the beneficiary to participate in treatment.
- If a counselor completes the initial treatment plan, the medical director or LPHA shall review the initial treatment plan to determine whether services are a medically necessary and appropriate for the beneficiary.
- If the medical director or LPHA determines the services in the initial treatment plan are medically necessary, the medical director or LPHA shall type or legibly print their name, and sign and date the treatment plan within 15 calendar days of signature by the counselor.
- The beneficiary's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and no later than every 30 calendar days thereafter.

**b. Group Counseling Sign-in Sheet:** CONTRACTOR shall establish and maintain a sign-in sheet for every group counseling session, which shall include all of the following:

- The date of the counseling session.
- The topic of the counseling session.
- The start and end time of the counseling session
- A typed or legibly printed list of the participants' names and the signature of each participant that attended the counseling session. The participants shall sign the sign-in sheet at the start of or during the counseling session.
- The typed or legibly printed name and signature of the LPHA or counselor conducting the counseling session. By signing the sign-in sheet, the LPHA or counselor attests that the sign-in sheet is accurate and complete.

**c. Progress Notes:** LPHA or counselor shall record at a minimum one progress note, per day, for each beneficiary participating in structured activities including counseling sessions or other treatment services. The LPHA or counselor shall type or legibly print their name, and sign and date progress notes within the following calendar week.

Progress notes are individual narrative summaries and shall include all of the following:

- A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives, and/or referrals.
- A record of the beneficiary's attendance at each individual and group counseling session including the date, start and end times and topic of the counseling session.
- Identify if services were provided in-person, by telephone, or by telehealth.

- If services were provided in the community, identify the location and how the provider ensured confidentiality.

For each beneficiary provided **care coordination services**, the LPHA or counselor who provided the service shall record a progress note separate from the weekly note to support MediCal claiming. The LPHA or counselor shall type or legibly print their name, and sign and date the progress note within seven calendar days of the case management service. Progress notes shall include all of the following:

- Beneficiary's name.
- The purpose of the service.
- A description of how the service relates to the beneficiary's treatment plan problems, goals, action steps, objectives, and/or referrals.
- Date, start and end times of each service.
- Identify if services were provided in-person, by telephone, or by telehealth.
- If services were provided in the community, identify the location and how the provider ensured confidentiality.

- d. **Discharge Documentation:** Discharge of a beneficiary from treatment may occur on a voluntary or involuntary basis. In addition to the requirements of this subsection, an involuntary discharge is subject to the requirements of timely and adequate **Notice of Adverse Benefit Determination**. (See #10-m.)

**Discharge Plan:** An LPHA or counselor shall complete a discharge plan for each beneficiary, except for a beneficiary with whom the provider loses contact. The discharge plan shall include, but not be limited to, all of the following:

- A description of each of the beneficiary's relapse triggers.
- A plan to assist the beneficiary to avoid relapse when confronted with each trigger.
- A support plan.
- The discharge plan shall be prepared within 30 calendar days prior to the scheduled date of the last face-to-face treatment with the beneficiary.
- If a beneficiary is transferred to a higher or lower level of care based on ASAM criteria within the same DMC certified program (e.g. moving from 3.5 to 3.1), they are not required to be discharged unless there has been more than a 30 calendar day lapse in treatment services.
- During the LPHA's or counselor's last face-to-face treatment with the beneficiary, the LPHA or counselor and the beneficiary shall type or legibly print their names, sign and date the discharge plan. A copy of the discharge plan shall be provided to the beneficiary and documented in the beneficiary record.

**Discharge Summary:** The LPHA or counselor shall complete a discharge summary for any beneficiary with whom the provider lost contact, in accordance with all of the following requirements:

- The LPHA or counselor shall complete the discharge summary within 30 calendar days of the date of the last face-to-face treatment contact with the beneficiary.
- The discharge summary shall include all of the following:

- The duration of the beneficiary's treatment as determined by the dates of admission to and discharge from treatment.
- The reason for discharge.
- A narrative summary of the treatment episode.
- The beneficiary's prognosis.

**9. Treatment Levels and Transfer between Levels of Care**

An intensive, short-term residential treatment track will prepare clients for “step down” or transfer to outpatient treatment. The length of stay in residential will vary according to the assessed clinical need for each client and the appropriate level of care authorized by the COUNTY Alcohol and Drug Services Division based on the results of the DSMV and ASAM tools.

**10. Program Standards**

CONTRACTOR shall adhere to the applicable provisions of the multi-year State-County agreement between the Department of Health Care Services and Napa County (Napa County Agreement No. 180182B), which has been incorporated by reference previously, and parts of which are recited below. CONTRACTOR is, however, required to comply with all provisions including those that have not been reproduced herein.

- a. **Counselor Certification:** Any registered or certified counselor providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. [Department of Health Care Services and Napa County Exhibit A, Attachment I, Part I]
- b. **Re-Certification Events:** CONTRACTOR shall notify DHCS and the COUNTY Alcohol and Drug Services Administrator within the timeframes noted in the State Contract, in addition to applicable federal, state and local regulations and policies of any triggering recertification events, such as change in ownership, change in scope of services, remodeling of facility, or change in location. [Department of Health Care Services and Napa County, Exhibit A, Attachment I; MHSUS-ADP- 18]
- c. **Cultural and Linguistic Proficiency:** To ensure access to quality care by diverse populations, each service provider receiving funds from the State-COUNTY Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards (2016 version). [Department of Health Care Services and Napa County, Exhibit A, Attachment I, Part I; MHSUS-ADP-05; 42 CFR 438.206(c) (2)]
- d. **Charitable Choice Requirements:** CONTRACTORS shall not use funds provided through this contract for inherently religious activities, such as worship, religious instruction, or proselytization. CONTRACTORS that are religious organizations shall establish a referral process to a reasonably accessible program for clients who may object to the religious nature of the CONTRACTOR’s program and CONTRACTORS shall be required to notify clients of their rights prohibiting discrimination and to be referred to another

program if they object to the religious nature of the program at intake. Referrals that were made due to the religious nature of the CONTRACTOR's program shall be submitted annually to the COUNTY Alcohol and Drug Services Administrator by June 30 for referrals made during the fiscal year. [Department of Health Care Services and Napa County Exhibit A, Attachment I, Part III; MHSUS-ADP-03]

- e. Trafficking Victims Protection Act of 2000: CONTRACTOR shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). COUNTY is authorized to terminate the contract, without penalty, if the CONTRACTOR: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub-awards under the award. [Department of Health Care Services and Napa County Exhibit A, Attachment I, Part I; MHSUS-ADP-19]
- f. Access to Drug/Medi-Cal Services: When a request for covered services is made by a beneficiary, services shall be initiated within 10 business days of the CONTRACTOR's receipt of the request. CONTRACTOR shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments. CONTRACTOR shall also have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries [Department of Health Care Services and Napa County Exhibit A, Attachment I, Part V; State-, Exhibit A, Attachment I; MHSUS-ADP-18]
- g. CONTRACTORs that are Drug/Medi-Cal certified shall also comply with the applicable 42 CFR 438 Managed Care requirements, including, but not limited to the following [Department of Health Care Services and Napa County Exhibit A, Attachment I].
- h. Culturally Competent Services: CONTRACTOR is responsible to provide culturally competent services. CONTRACTOR must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Translation and oral interpreter services must be available for beneficiaries, as needed and at no cost to the beneficiary.
- i. Medication Assisted Treatment: CONTRACTOR will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. CONTRACTOR's staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to a 42 CFR, Part 2 compliant release of information for this purpose.
- j. Evidence-Based Practices (EBPs): CONTRACTOR will implement at the least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment, and Psycho-Education.

- k. Beneficiary Informational Materials:** CONTRACTOR shall make available at initial contact, and shall notify beneficiaries of their right to request and obtain the following information at least once a year and thereafter upon request: DMC-ODS Beneficiary Booklet and Provider Directory. CONTRACTOR shall also post notices explaining grievance, appeal and expedited appeal processes in all program sites, as well as make available forms and self-addressed envelopes to file grievances, appeals and expedited appeals without having to make a verbal or written request to anyone. The COUNTY will produce required beneficiary informational materials in English and Spanish. CONTRACTOR shall request materials from the COUNTY, as needed.
- l. Beneficiary Grievance Requirements:** CONTRACTOR shall comply with Napa COUNTY HHSa ADS client grievance requirements and ensure that the following procedures are followed:
- a) Make readily available to clients, the Napa COUNTY HHSa ADS Grievance forms along with postage paid addressed envelopes; and post information regarding Napa COUNTY client problem resolution process.
  - b) When a client expresses a concern regarding CONTRACTOR's services, provide the client with the ADS Grievance Form for Medi-Cal Eligible Beneficiaries (Grievance Form) and direct them to fill it out and return it to Napa COUNTY Quality Management Division in the postage paid envelope.
  - c) Determine the nature of the concern. If the concern is easily fixed or poses a risk to others, it should be immediately resolved. Document steps taken to resolve the matter in a Grievance Log.
  - d) Maintain a Grievance Log in each of the CONTRACTOR's programs incorporated in this Agreement. CONTRACTOR's Grievance Log must include the beneficiary's name, address and phone number, date grievance received, name of staff member who received the grievance, nature of the problem, and any steps immediately taken to resolve the concern.
  - e) Provide clients with reasonable assistance in completing forms and taking procedural steps including, but not limited to, providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability.
  - f) Notify COUNTY's Alcohol and Drug Services Division within 24 hours that a grievance has been made and provide the beneficiary's name, the date and time that the grievance was made, staff member's name, and a brief description of the concern, and any steps taken to resolve the matter.
- m. Notice of Adverse Benefit Determination (NOABD):** CONTRACTOR shall immediately notify COUNTY's Alcohol and Drug Services Division of any action that may require a NOABD be issued to a beneficiary, including, but not limited to: failing to provide the beneficiary with an initial face-to-face assessment appointment within 14 business days of the request; or denial, modification, or termination of services.
- n. Verifying Medi-Cal Eligibility:** CONTRACTOR shall verify the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for Drug/Medi-Cal services to that beneficiary for that month. Medi-Cal eligibility verification should be

performed prior to rendering service, in accordance with and as described in the DHCS's DMC Provider Billing Manual. [Department of Health Care Services and Napa County Agreement, Exhibit A, Attachment I]

- o.** American Society of Addiction Medicine (ASAM) Criteria: CONTRACTOR shall be trained in the ASAM Criteria prior to providing services. At a minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care." [Department of Health Care Services and Napa County Agreement Exhibit A, Attachment I]
- p.** No Unlawful Use or Unlawful Use Messages Regarding Drugs: CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, CONTRACTOR agrees that it will enforce these requirements. [Department of Health Care Services and Napa County Exhibit A, Attachment I, Part I]
- q.** Restriction on Distribution of Sterile Needles: No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users. [Department of Health Care Services and Napa County Exhibit A, Attachment I, Part I]
- r.** Limitation on Use of Funds for Promotion of Legalization of Controlled Substances: None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812). [Department of Health Care Services and Napa County Exhibit A, Attachment I]

## **11. Program Evaluation**

- a.** CONTRACTOR shall maintain books, records, files, documents and evidence directly pertinent to work under this Agreement in sufficient detail to make possible an evaluation of services provided and compliance with DHCS regulations, as applicable, and in accordance with accepted professional practice and accounting procedures for a minimum of ten (10) years after the termination of the Agreement and following the discharge of each client, and thereafter for any additional period required by law, provided that, upon request from COUNTY, records shall be maintained for a longer period of time if they are the subject of a review or inquiry by COUNTY or another agency with jurisdiction over them. CONTRACTOR is

governed by this record retention requirement which is more stringent and a longer period than set forth in General Terms and Conditions 2.31, et seq. CONTRACTOR agrees to extend to DHCS and to the COUNTY and their designees the right to review and investigate records, programs, and procedures, as well as overall operation of CONTRACTOR's program with reasonable notice.

- b. Formal evaluation of the program shall be made annually through COUNTY's on-site visit. This evaluation shall result in a written report to CONTRACTOR within thirty calendar days of the site visit. CONTRACTOR shall submit a written response within the timeframe outlined in the site visit report, and such response shall be part of the official written report provided for in this section.
- c. CONTRACTOR shall meet the requirements of and participate in the management information system of COUNTY's Alcohol and Drug Services, and maintain fiscal, administrative, and programmatic records and such other data as may be required by COUNTY's Alcohol and Drug Services Administrator for program and research requirements.
- d. CONTRACTOR shall notify COUNTY's Alcohol and Drug Services Administrator within two (2) business days of receipt of any DHCS report identifying non-compliance services or processes requiring a Corrective Action Plan (CAP). CONTRACTOR shall submit the CAP to DHCS with the designated timeframe specified by DHCS and shall concurrently send a copy to the COUNTY Alcohol and Drug Services Administrator.

## **12. Records**

- a. **Confidentiality of Records:** CONTRACTOR and COUNTY mutually agree to maintain the confidentiality of CONTRACTOR's participant records, including billings, pursuant to Sections 11812(c) and 11879, Health & Safety Code and Federal Regulations for Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, dated June 9, 1987), the federal Health Insurance Portability and Accountability Act (HIPAA) and all other applicable State and Federal laws and any amendments. CONTRACTOR shall inform all its officers, employees, and agents of the confidentiality provisions of said regulations, and provide all necessary policies and procedures and training to ensure compliance. CONTRACTOR shall ensure staff participate in information privacy and security training at least annually, and prior to accessing PHI or PI, sign a confidentiality statement that includes, at a minimum, General use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be renewed annually and shall be retained for a period of six (6) years following termination of this Agreement. [Department of Health Care Services and Napa County Exhibit F, Attachment I]
- b. **Retention of Client Case Records.** COUNTY shall at all reasonable times have the right of access to records maintained for all clients funded under this contract including all Program records evidencing services provided to clients.

CONTRACTOR shall maintain these records for a minimum of 10 years following the discharge of each client, and thereafter for any additional period required by law, provided that, upon request from COUNTY, records shall be maintained for a longer period of time if they are the subject of a review or inquiry by COUNTY or another agency with jurisdiction over them. CONTRACTOR shall require each client admitted to the Program under this Agreement to consent to the sharing of such information with COUNTY. CONTRACTOR is governed by this record retention requirement which is more stringent and a longer period than set forth in General Terms and Conditions 2.31, et seq.

- c. CONTRACTOR shall allow DHCS, US HHS, the Comptroller General of the US and other authorized federal and state agencies, or their duly authorized representatives to inspect books, records and facilities, as permitted by law.
- d. CONTRACTOR, if applicable, shall maintain medical records required by Title 22 of the California Code of Regulations, and other records showing a Medi-Cal beneficiary's eligibility for services, the service(s) rendered, the Medi-Cal beneficiary to whom the service was rendered, the date of the services, the medical necessity of the service and the quality of care provided. Records shall be maintained in accordance with Title 22 California Code of Regulations.
- e. CONTRACTOR is responsible for the repayment of all exceptions and disallowances taken by local, State and Federal agencies, related to activities conducted by CONTRACTOR under the Agreement. Where unallowable costs have been claimed and reimbursed, they will be refunded to COUNTY. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with CONTRACTOR, and if the CONTRACTOR disagrees with audit disallowances related to its programs, claims or services, COUNTY shall, at the CONTRACTOR's request, request an appeal to the State via the COUNTY.  
[Department of Health Care Services and Napa County Exhibit B]
- f. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. Fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with the procedures and accounting principles set forth in the State Department of Health Care Services' Cost Reporting/Data Collection Systems.

### **13. Unusual Occurrence and Incident Reporting**

- a. CONTRACTOR shall report unusual occurrences to the COUNTY Alcohol and Drug Services or designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.

- b. Unusual occurrences are to be reported to the COUNTY immediately via telephone, followed with a written report within five (5) calendar days of the event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:
  - i. Complete written description of event including outcome;
  - ii. Written report of CONTRACTOR's investigation and conclusions;
  - iii. List of persons directly involved and/or with direct knowledge of the event.
- c. The COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.
- d. Residential substance use treatment facilities licensed by DHCS shall also comply with reporting unusual incidents as outlined in Title 9 CCR, Chapter 5, Subchapter 3, Article 1. CONTRACTOR shall notify the COUNTY Alcohol and Drug Services Administrator concurrently, which is a telephonic report within one (1) working day of the event, followed by a copy of the written report submitted to DHCS within seven (7) days of the event.

#### **14. Non-Discrimination**

- a. CONTRACTOR shall develop and implement policies and procedures that ensure: non-discrimination in the provision of services based on a diagnosis of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related Complex (ARC), or upon testing positive for Human Immunodeficiency Virus (HIV); the prohibition of the use of HIV antibody testing as a screening criterion for program participation; training of all staff and all participants regarding high-risk behaviors, safer sex practices, and perinatal transmission of HIV infection ; and development of procedures for addressing the special needs and problems of those individuals who test positive for antibodies to HIV. No individual shall be required to disclose his or her HIV status.
- b. CONTRACTOR shall not discriminate in the provision of services because of race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap as provided by State and Federal law. For the purpose of this contract, distinctions on the grounds of race, color, religion, national origin, age or mental or physical handicap include but are not limited to the following: denying a Medi-Cal beneficiary any service or benefit which is different, or is provided in a different way manner or at a different time from that provided to other beneficiaries under this contract; subjecting a beneficiary to segregation or separate treatment in any matter related to receipt of any service; restricting a beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving ant service or benefit; treating a beneficiary differently from others in determining whether the beneficiary satisfied any admission, eligibility, other requirement or condition which individuals must meet in order to be provided any benefit; the assignment of times or places for the

provision of services on a basis of the race, color, religion, national origin, sexual orientation, age or mental or physical handicap of the beneficiaries to be served.

- c. CONTRACTOR shall take affirmative action to ensure that services to intended Medi-Cal beneficiaries are provided without regard to race, color, religion, national origin, sex, sexual orientation, age or mental or physical handicap.

#### **15. Required Program Submissions**

- a. CONTRACTOR agrees to maintain, and provide to COUNTY upon request, job descriptions, including minimum qualifications for employment and duties performed, for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement.
- b. CONTRACTOR agrees to maintain, and to provide to COUNTY upon request, an organizational chart that reflects the CONTRACTOR's current operating structure.
- c. CONTRACTOR shall maintain, and provide to COUNTY upon request, the complaint procedure to be utilized in the event that there is a complaint regarding services provided under this Agreement. CONTRACTOR shall ensure that recipients of service under this Agreement have access to and are informed of CONTRACTOR's complaint procedure.
- d. CONTRACTOR shall report all data required by the California Department of Health Care Services, according to the types of services CONTRACTOR is licensed/certified to provide. CONTRACTOR shall report all data in other successive or additional data reporting systems as may be required by regulatory authorities or the COUNTY including, but not limited to the following:
  - i. Drug and Alcohol Treatment Access Report (DATAR) and Provider Waiting List Record: The Drug and Alcohol Treatment Access Report (DATAR) and Provider Waiting List Records are required by DHCS. Data shall be entered by the provider in the statewide DATAR system monthly on or before the close of business (5:00 pm) on the 10<sup>th</sup> day of the month following the report month.
  - ii. California Outcome Measurement System – CalOMS Treatment: The California Outcomes Measurement System (CalOMS) is a statewide client-based data collection and outcomes measurement system. CalOMS allows the Department of Health Care Services to effectively manage and improve the provision of alcohol and other drug services at the state, COUNTY, and provider levels. The provider is responsible for contracting with a CalOMS vendor at their own cost. Data entry is the responsibility of the provider. Data must be submitted according to the CalOMS Treatment Data Compliance Standards set forth by DHCS. All client admissions, discharges

and annual updates must be entered on or before the 10<sup>th</sup> day of the month following the report month.

Failure to comply with any of the reporting requirements may result in a delay of payment. It is CONTRACTOR's responsibility to ensure that all documents are received within the timeframe and format prescribed by COUNTY.

- e. Census Reporting: CONTRACTOR shall communicate daily/weekly to the COUNTY ADS Division designee the name and dates clients occupied the COUNTY residential beds.
- f. Denial of Admissions: CONTRACTOR will report any individuals that may have been denied services. This is for purposes of determining where a client might best be served on the continuum of care.
- g. Staff and Program Schedule: CONTRACTOR shall provide a monthly report of changes in staffing, including any new hires, their credentials, the updated staff schedule and organizational chart.
- h. Notification of State Audit and Visits: CONTRACTOR shall immediately report all complaints made to the State to the COUNTY Alcohol and Drug Services Administrator via phone, followed by a written report in the format prescribed by COUNTY. CONTRACTOR shall immediately notify COUNTY Alcohol and Drug Services Administrator upon notification of State Audit, and planned or unplanned site visits conducted by the State pertaining to compliance, certification, and/or licensing.

#### **16. Electronic Medical Record and Signature**

CONTRACTOR shall use an electronic medical record (EHR) consistent with DHCS requirements. CONTRACTOR agrees to submit staff updates, including changes in roles or new or separated staff, to the COUNTY Alcohol and Drug Services Administrator within the timeframes prescribed by the COUNTY.

#### **17. Funding Provisions**

- a. Additional Accounting and Fiscal Standards. CONTRACTOR shall establish and maintain written accounting procedures consistent with the provisions of this Agreement, including the following requirements, and shall be accountable for audit exceptions taken by COUNTY or by state or federal regulators responsible for the administration of funding made available through this Agreement to the extent that such exceptions are based upon CONTRACTOR's failure to comply with applicable requirements set forth or incorporated in this Agreement:

(1) HSC, Division 10.5;

(2) Title 9, California Code of Regulations, Division 4;

- (3) Government Code, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing at Section 53130;
- (4) Title 42, Code of Federal Regulations (CFR), Part 2;
- (5) Title 45, CFR, Part 84 (American with Disabilities Act);
- (6) Title 42, United States Code (USC), Chapter 6A, Subchapter XVII, Part B, Subpart (i) Section 300x-5;
- (7) Title 42, USC, Chapter 6A, Subchapter XVII, Part B, Subpart (ii) commencing at Section 300x-21;
- (8) Single Audit Act of 1984 (31 USC section 7501 et seq.) and the Single Audit Act amendments of 1996 (31 USC sections 7501-7507) and the corresponding most recently revised OMB Circular A-133;
- (9) Title 45, CFR, Part 96, Subparts B, C, and L, Substance Abuse Prevention and Treatment Block Grant;
- (10) Title 21, CFR, Part 1300, et. Seq., (Drug Enforcement Administration Requirements for Food and Drugs);”
- (11) State Administrative Manual, Chapter 7200 (General Outline of Procedures),
- (12) Counselor Certification Regulations (Chapter 8 and Section 9846, 10125, 10564, Division 4 Title 9 California Code of Regulations) and
- (13) Napa County General Assistance Board of Supervisors Resolution 87-66 Adopted 10-15-87

**18. Compliance with Anti-Kickback Statute:**

CONTRACTOR shall comply with the provisions of the “Anti-Kickback Statute” (42 U.S.C. § 1320a-7b) as they pertain to Federal healthcare programs.

**19. Davis-Bacon Act**

CONTRACTOR must comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3141 et seq.). When required by Federal Medicaid Program legislation, all construction contracts awarded by the CONTRACTOR and its subcontractors of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as supplemented by Department of Labor regulations (Title 29, CFR Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”).

**20. Conditions for Federal Financial Participation – See ADDENDUM FOR CONTRACTS INVOLVING FEDERAL HEALTH CARE PROGRAMS**

CONTRACTOR shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

**21. License Verification**

CONTRACTOR shall ensure that all staff and subcontractors providing services will have all necessary and valid professional certification(s) or license(s) to practice the contracted services. This includes implementing procedures of professional license checks, credentialing and re-credentialing, monitoring limitations and expiration of licenses, and ensuring that all providers have a current National Provider Identifier (NPI) through the National Plan and Provider Enumeration System (NPPES). CONTRACTOR shall provide evidence of these completed verifications when requested by COUNTY, DHCS or the US Department of Health & Human Services.

**22. Audit Requirements**

CONTRACTOR shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include as a minimum a system for verifying that all services provided and claimed for reimbursement shall meet DMC-ODS service definitions and be documented accurately.

- a. CONTRACTOR shall provide COUNTY upon request, with documentation of CONTRACTOR's organizational capacity to conduct internal quality management activities, including chart audits. CONTRACTOR shall provide documentation of the measures in place to assess key risks (including client safety and adherence to funding standards). CONTRACTOR shall be required to conduct routine and ongoing internal case record reviews. CONTRACTOR shall submit timely reports of these internal monitoring activities, as well as reports on incidents, accidents, and client complaints as requested by COUNTY. CONTRACTOR will be subject to an annual on-site done by the COUNTY Quality Management, ADS, and Fiscal representatives.
- b. CONTRACTOR shall provide COUNTY with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through CONTRACTOR'S internal audit process CONTRACTOR shall provide this notification and summary to COUNTY in a timely manner.
- c. **See ADDENDUM FOR CONTRACTS INVOLVING FEDERAL HEALTH CARE PROGRAMS (FHCA version 3.22.21)**

**23. Training and Technical Assistance**

COUNTY will endeavor to provide CONTRACTOR with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the contract and (b) conduct the quality management activities called for by the contract.

- a. COUNTY shall provide CONTRACTOR with all applicable standards for the delivery and accurate documentation of services.

- b. COUNTY shall make ongoing technical assistance available in the form of direct consultation to the CONTRACTOR upon CONTRACTOR's request to the extent that COUNTY has capacity and capability to provide this assistance. In so doing COUNTY is not relieving CONTRACTOR of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this agreement.
- c. It is also an expectation that the CONTRACTOR stay current on relevant federal and state regulatory requirements, as well as audit protocol guidelines provided by the state on an ongoing basis.

#### **24. Program Licensure**

CONTRACTOR is responsible for obtaining and maintaining at its own expense such licenses, permits and other entitlements as may be required for the operation of a short term residential substance abuse treatment program as described in this Agreement. This includes DHCS Level of Care Designation and/or ASAM Certification for all requested levels of care, ASAM LOC 3.1, 3.3, and 3.5 in this Agreement.

#### **25. Insurance**

CONTRACTOR shall, at its sole expense, secure from a good and responsible company or companies doing insurance business in the State of California and/or having an A. M. Best rating of a VII or better, and maintain during the entire term of this Agreement, the following insurance coverage:

- a. Commercial General Liability of at least \$1,000,000.00 per occurrence and Fire Legal Liability of at least \$500,000 naming insured against all liability of CONTRACTOR and its authorized representatives arising out of and in connection with CONTRACTOR's use of the Facility COUNTY reserves the right to adjust such coverage limits if its own coverage limits under Lease No.: L-2016 are increased by State. All coverages shall insure performance by CONTRACTOR of the indemnity provisions hereinabove. CONTRACTOR shall provide COUNTY with a Certificate of Insurance and amendatory endorsements showing State and COUNTY as additional named insureds prior to use or occupancy of the Facility.
- b. The policy will require at least ten (10) days written notice to State and COUNTY prior to cancellation or material change of coverage.
- c. Coverage in a sufficient amount to cover all of CONTRACTOR's personal property, equipment, and materials at the Facility. In no event shall COUNTY be responsible for losses or damage to CONTRACTOR's personal property, equipment, and materials.
- d. If CONTRACTOR at any time during the term of the license fails to secure or maintain the foregoing insurance, COUNTY shall be permitted to obtain such insurance in CONTRACTOR's name or as agent of CONTRACTOR, and shall be compensated in full by CONTRACTOR for the cost of the insurance premium(s). Alternatively, in the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein

provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

**26. Maintenance of the Facility**

CONTRACTOR shall maintain the premises according to Alcohol and/or Other Drug Program Certification Standards, May 1, 2017, and Title 9 regulations, and any subsequently issued DHCS standards that may be issued from time to time.

[http://www.dhcs.ca.gov/Documents/DHCS\\_AOD\\_Certification\\_Standards.pdf](http://www.dhcs.ca.gov/Documents/DHCS_AOD_Certification_Standards.pdf)

**EXHIBIT B-1**  
**COMPENSATION AND FINANCIAL REPORTING**  
**For Fiscal Year 2022-2023**  
**(and each automatic renewal thereof)**

**COMPENSATION**

COUNTY shall compensate CONTRACTOR on a fee-for-services basis for services actually provided and documented as defined in Exhibit A.

The COUNTY fee-for-service bed day and case management rates for Fiscal Year 2022-2023, and each automatic renewal thereof, for Diablo Valley Ranch (DVR), Frederick Ozanam Center, Wollam, and South Solano Alcohol Council are outlined below.

The total compensation for services provided by Bi-Bett Addiction Treatment under this agreement is not to exceed **\$751,289 in FY 2022-2023**, and each automatic renewal thereof. The maximum compensation payable to CONTRACTOR under this agreement is an estimate of the cost of services that may be performed each fiscal year and shall not be considered guaranteed sums.

**INVOICING & FINANCIAL REPORTING**

CONTRACTOR shall submit monthly, itemized invoices to the COUNTY Fiscal Analyst and the ADS UR Coordinator for the Alcohol and Drug Services division by the 20<sup>th</sup> of the month for all authorized contract services provided in the preceding month. The monthly invoice shall itemize, at a minimum, for each billed service the following information:

- Individual's name
- Description of service provided (or identifiable activity code)
- Date(s) of service
- Length of service
- Rate of service
- Name of clinician providing service (or given Napa County server ID#)
- Total amount billed for each client

**RATES (from 7/1/2022 – 6/30/2023 and each automatic renewal)**

<b>Diablo Valley Ranch – Men’s Residential Treatment Program</b>			
<b>Activity Description</b>	<b>Treatment</b>	<b>Room &amp; Board</b>	<b>Total Bed Day Rate</b>
3.1 Level of Care	170.90	33.78	204.68
3.3 Level of Care	222.07	64.69	286.76
3.5 Level of Care	216.80	59.66	276.46
Case Management	25.43/unit		

<b>Frederick Ozanam Center - Women’s Residential Treatment and Withdrawal Management Program</b>			
<b>Activity Description</b>	<b>Treatment</b>	<b>Room &amp; Board</b>	<b>Total Bed Day Rate</b>
3.1 Level of Care	125.62	59.99	185.61
3.2 Level of Care	235.54	100.94	336.48
3.3 Level of Care	195.99	64.54	260.53
3.5 Level of Care	187.79	63.47	251.26
Case Management	25.43/unit		

<b>Wollam - Women’s Residential Treatment and Withdrawal Management Program</b>			
<b>Activity Description</b>	<b>Treatment</b>	<b>Room &amp; Board</b>	<b>Total Bed Day Rate</b>
3.1 Level of Care	154.47	66.20	220.67
3.2 Level of Care	175.16	75.07	250.23
3.5 Level of Care	216.80	59.66	276.46
Case Management	31.56/unit		

<b>South Solano Alcohol Council Withdrawal Management Program</b>			
<b>Activity Description</b>	<b>Treatment</b>	<b>Room &amp; Board</b>	<b>Total Bed Day Rate</b>
3.2 Level of Care	240.26	102.97	343.23
Case Management	25.43/unit		

Monthly invoice shall only include billing for the contracted services actually performed. Any questions related to billing can be directed to the Fiscal Analyst for the Alcohol and Drug Programs.

### **Other Health Care Insurance**

Per Federal Regulation providers must bill all other health (OHC) coverage prior to submitting claims to Napa County for Medi-Cal reimbursement, as Medi-Cal is the payer of last resort.

The OHC insurer is considered the primary insurance and may pay all, part, or none of the cost of services. Any unreimbursed cost may be claimable to Drug Medi-Cal ODS. Claims where OHC exists must be submitted to Napa County within 30 days from receipt of the Explanation of Benefits (EOB), but no later than 5 months from the date of service. When submitting claims to Napa County for individuals with OHC, a copy of the OHC EOB or denial must be attached to the invoice.

In order to submit claims to Napa County within 5 months from the date of service, it is in the best interest of the client and the provider to submit claims to the OHC insurer in a timely manner. If no response or EOB is received from the OHC insurer primary insurance within 90-days from the date of claim submission, the provider may presume denial from the OHC and submit their invoice to Napa County. When submitting claims with a presumed denial from the OHC, attach a letter stating that no response was received from the OHC, include in the letter the name of the OHC and the date the claim was submitted.

### **Overpayments**

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY, and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within 60 days of identification.

### **Annual Cost Report**

CONTRACTOR shall submit an annual cost report due by August 31st following the end of the fiscal year. Failure to submit the cost report timely may result in the suspension of payments until the cost report is received by the COUNTY. Any funds received in excess of actual costs shall be refunded to the county.

### **Limitations Affecting Payments**

CONTRACTOR shall perform services and provide such documentation as required by all applicable State and Federal laws, rules, and regulations, and as described in Exhibit A of this agreement. Other limitations affecting contract payments may include, but are not limited to:

- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
- Contractor's services and claims are subject to any audits conducted by COUNTY, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
- CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to Contractor's performance under this Agreement, including, but not limited to, Contractor's insufficient documentation of Medical Necessity, lapse of Drug MediCal

certification, or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal.

- To the extent CONTRACTOR shall make whole the COUNTY 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.
- 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 and fines which may be assessed under a Federal or State False Claims Act provision.

Non-compliance with this agreement may lead at any time to withholding of payments and/or a termination of the agreement based on breach of contract.

Additional costs incurred by CONTRACTOR shall be solely borne by CONTRACTOR except as otherwise specified in subsequent amendments to this contract.

Either party may terminate this Contract for any reason by giving a ninety (90) calendar day written notice to the other party. Notice of termination shall be by written notice to the other party and be sent by registered mail.



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0477

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**TO:** Board of Supervisors

**FROM:** Christine Briceño, Director of Human Resources

**REPORT BY:** Kevin Lemieux, Staff Services Manager

**SUBJECT:** Adoption of a Resolution Amending the Departmental Allocation List for Multiple Divisions the Health and Human Services Agency

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### **RECOMMENDATION**

Director of Human Resources and Director of Health and Human Services Agency (HHSA) request adoption of a Resolution amending the Departmental Allocation List for multiple divisions of the Health and Human Services Agency, with no net increase in full-time equivalents (FTEs), and no impact to the County General Fund.

### **EXECUTIVE SUMMARY**

If approved, this request extends one existing 1.0 FTE Staff Services Analyst I/II - Limited Term within the Public Health Division of HHSA through June 30, 2024. The requested action also deletes two vacant 1.0 FTE Staff Psychiatrist positions, and adds two Mental Health Counselor -Licensed positions to the Mental Health Division of HHSA, effective March 28, 2023.

### **FISCAL & STRATEGIC PLAN IMPACT**

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

Future fiscal impact:	The increased cost of salary and benefits for the extension of the Staff Services Analyst I/II - Limited Term position for the remainder of the current fiscal year is approximately \$53,200. The annual cost of salary and benefits is approximately \$135,200, which will be budgeted accordingly. The decreased cost of salary and benefits for the requested Mental Health Counselor - Licensed positions for the remainder of the fiscal year is approximately \$38,317. The annual savings in salary and benefits for this requested action is approximately \$459,800.
Consequences if not approved:	The County will not have adequate staffing levels for multiple Health and Human Services Agency functions, including continued support for COVID-19 health equity in the community, and mental health case management services.
County Strategic Plan pillar addressed:	Effective and Open Government

**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.

**BACKGROUND AND DISCUSSION**

The Public Health Division of the Health and Human Services Agency (HHSA) is requesting extension of a Staff Services Analyst I/II - Limited Term position through June 30, 2024. If approved, this position will continue supporting the existing COVID-19 Team in preventing and mitigating disparities in COVID-19 and other health outcomes (direct and secondary impacts of the pandemic) by using strategies and practices aligned with the COVID-19 Health Equity Playbook for Communities. This position will be mostly funded through the California Equitable Recovery Initiative grant, which has extended funding through the end of the 2023-24 Fiscal Year.

The job duties of the Staff Psychiatrist positions are currently covered by outside providers. If this request is approved, HHSA will delete two vacant Staff Psychiatrist positions within the Mental Health Division and replace them with two Mental Health Counselor- Licensed positions, which will be filled to support the Mental Health Diversion Program in Forensic Adult Services. More specifically, the requested Mental Health Counselor - Licensed positions will provide case management services by working with at risk clients with a mental health diagnosis who meet criteria for the Diversion Program and have been ordered by the court in order to enhance social wellbeing and behavioral and physical health. The Mental Health Counselor - Licensed positions will also assist in the development and enhancement of recovery skills to increase stabilization and reduce the likelihood of incarceration for clients.

Therefore, the Director of Human Resources and Director of HHSA request adoption of a Resolution amending the Departmental Allocation List for multiple divisions of the Health and Human Services Agency, effective March 28, 2023, with no net increase in FTEs, and no impact to the County General Fund.



**RESOLUTION NO. 2023-**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR MULTIPLE DIVISIONS OF THE HEALTH AND HUMAN SERVICES AGENCY, EFFECTIVE MARCH 28, 2023.**

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

**WHEREAS**, section 2.100.280 of the Napa County Code provides that the number of positions and classifications in the Departmental Allocation List shall be established from time to time by resolution of the Board of Supervisors; and

**WHEREAS**, the Director of Human Resources recommends that the proposed changes to the Departmental Allocation List for multiple divisions of the Health and Human Services Agency, as set forth in Exhibit “A,” be implemented.

**NOW, THEREFORE, BE IT RESOLVED**, that the Napa County Board of Supervisors hereby approves the changes to the Departmental Allocation List for multiple divisions of the Health and Human Services Agency, as set forth in Exhibit “A.”

**[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board  
 held on the 28<sup>th</sup> day of March 2023, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_  
 NOES: SUPERVISORS \_\_\_\_\_  
 ABSTAIN: SUPERVISORS \_\_\_\_\_  
 ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 BELIA RAMOS, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: March 16, 2023</p>	<p>APPROVED BY THE NAPA          COUNTY          BOARD OF SUPERVISORS</p> <p>Date:</p> <p>Processed By:          _____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A**

Director of Human Resources requests to amend the Departmental Allocation List for multiple divisions of the Health and Human Services Agency (HHS), as follows:

<b>Department</b>	<b>Budget Unit</b>	<b>Position Control #</b>	<b>Class Title</b>	<b>Effective Date</b>	<b>Change</b>
HHSA – Public Health	20001	1011498	Staff Services Analyst I/II – Limited Term	4/1/2023	-1.0
HHSA – Public Health	20001	NEW	Staff Services Analyst I/II – Limited Term	4/1/2023 to 6/30/2024	+1.0
HHSA – Mental Health	20002	1011471/ 1011473	Staff Psychiatrist	3/28/2023	-2.0
HHSA – Mental Health	20010	NEW/ NEW	Mental Health Counselor - Licensed	3/28/2023	+2.0



A Tradition of Stewardship  
A Commitment to Service

County Executive Office  
Human Resources Division

1195 Third Street  
Suite 110  
Napa, CA 94559  
[www.NapaCountyCareers.com](http://www.NapaCountyCareers.com)

Main: (707) 253-4303  
Fax: (707) 253-8189

**Christine Briceño**  
Director of Human Resources

## MEMORANDUM

To: Board of Supervisors	From: Kevin Lemieux, Staff Services Manager
Date: March 27, 2023	Re: BOS Agenda March 28, 2023 Consent Item No. 7G

Exhibit "A" lists the incorrect Budget Unit for the requested Mental Health Counselor – Licensed positions. Exhibit "A" should read as follows:

### EXHIBIT A

Director of Human Resources requests to amend the Departmental Allocation List for multiple divisions of the Health and Human Services Agency (HHSA), as follows:

Department	Budget Unit	Position Control #	Class Title	Effective Date	Change
HHSA – Public Health	20001	1011498	Staff Services Analyst I/II – Limited Term	4/1/2023	-1.0
HHSA – Public Health	20001	NEW	Staff Services Analyst I/II – Limited Term	4/1/2023 to 6/30/2024	+1.0
HHSA – Mental Health	20002	1011471/ 1011473	Staff Psychiatrist	3/28/2023	-2.0
HHSA – Mental Health	20002	NEW/ NEW	Mental Health Counselor - Licensed	3/28/2023	+2.0

Cc: David Morrison  
Sheryl Bratton  
Neha Hoskins



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 22-1559

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**TO:** Board of Supervisors  
**FROM:** Jon Gjestvang, Chief Information Officer - Information Technology Services  
**REPORT BY:** Elena Guzman, Staff Services Analyst  
**SUBJECT:** Amendment No. 1 to Agreement No. 210093B with Granicus, Inc.

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### **RECOMMENDATION**

Chief Information Officer requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 210093B with Granicus, Inc. increasing the contract maximum by \$10,000 for a new total of \$323,046, with an amendment term of March 28, 2023 through March 28, 2024, for consulting services including advanced training, template creation and report development associated with the Legistar solution.

### **EXECUTIVE SUMMARY**

Napa County originally entered into an agreement with Granicus, Inc. on June 1, 2007, to provide training, installation, configuration and ongoing system maintenance for software, video and data storage services that allow residents to watch Board of Supervisors, Board of Equalization, Napa County Housing Authority and various other district meetings online, live and archived, through the County's website. The agreement has been amended six times to add the streaming of the Planning Commission meetings, LAFCO meetings, for development of the County's Granicus webpage, add the Granicus Encoding Appliance and Word Add-In, and extend the term for ongoing system maintenance.

Today's requested action is to approve Amendment No. 1 to Agreement No. 210093B with Granicus, Inc. to increase the contract by \$10,000 for a new total of \$323,046, with an amendment term of March 28, 2023 through March 28, 2024, in order to provide consulting services for Legistar project management and deployment services.

Granicus, Inc. is not a local vendor.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Information Technology Services
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification: This technology allows residents to watch the Board of Supervisors', the Board of Equalization, Napa County Housing Authority, and various other district meetings online, live and archived, through the County's website. It provides public information, government transparency, and improved services to residents. All meeting videos contain relevant supporting documentation, like meeting agendas and minutes, allowing the public to stay well-informed on the decisions affecting their community.

Is the general fund affected? No

Future fiscal impact: Ongoing costs will be included in the ITS Cost Allocation.

Consequences if not approved: If not approved, ITS will not have the resources available for any unexpected maintenance and the Board of Supervisors will be unable to access to additional agenda templates.

County Strategic Plan pillar addressed: Effective and Open Government

**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.

**BACKGROUND AND DISCUSSION**

Napa County originally entered into an agreement with Granicus, Inc. on June 1, 2007, to provide training, installation, configuration and ongoing system maintenance for software, video and data storage services that allow residents to watch Board of Supervisors, Board of Equalization, Napa County Housing Authority and various other district meetings online, live and archived, through the County's website. The Agreement has been amended six times to add the streaming of the Planning Commission meetings, LAFCO meetings, for development of the County's Granicus webpage, add the Granicus Encoding Appliance and Word Add-In, and extend the ongoing maintenance term through FY 2021-2022.

Since there was a business need to add several significant additions to the agreement's scope of work, it was decided that drafting a new agreement was warranted. In addition to the services of the original agreement, the new agreement No. 210093B also included the Boards and Commissions module, new agenda management system (Legistar), as well as closed captioning services. Legistar is an enterprise-level agenda management platform that provides a variety of automated features including the iLegislate app for iPad, VoteCast

Electronic Voting, pre-formatted Meeting Minutes templates, post-meeting Agenda Packet Processing including eSignature compatibility, Constant Contact Agenda Distribution e-mail lists and the eComment public correspondence service. As a virtual solution hosted entirely in the cloud, Legistar substantially reduces the County's maintenance and operational footprint by flexibility supporting workplace collaboration and meeting participation in both on-site and remote environments.

The Legistar module seamlessly integrated with the Granicus Live Manager module and the Granicus meeting video streaming, capture and storage solution that was utilized at the County. Purchasing and implementing the Granicus module removed Information Technology Services' (ITS') previous support of custom-built

integrations between the custom-built application and Live Manager and the video system. In addition, the Granicus module resides in a cloud architecture, which took away the ITS support for the on-premise, custom-built application previously in use. The Granicus modules were vetted by ITS Information Security Staff and the modules met County security requirements.

The requested action is to approve Amendment No. 1 to Agreement 210093B with Granicus, LLC. for consulting services in Legistar project management and deployment services, including advanced training, additional report development and template creation.

Granicus is not a local vendor. However, Granicus is the leading software-as-a-service provider of government transparency public meeting efficiency, and citizen participation solutions in the U.S. Granicus hosts the world's largest government exclusive webcasting network, streaming over 23 million webcasts and serving more than 4,500 government customers and over 200 million citizens. There is no local vendor that provides the same technology.

**NAPA COUNTY AGREEMENT NO. 210093B  
AMENDMENT NO. 1**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 210093B** is made and entered into as of this 28th, day of March 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and GRANICUS, LLC, a Minnesota Limited Liability Company, whose mailing address is 408 St. Peter Street, Suite 600, Saint Paul, MN, 55102, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, on September 1, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210093B (“Agreement”) to provide equipment, training, setup and configuration for Boards and Commission’s module, new agenda system, eComment and closed captioning services;

**WHEREAS**, COUNTY and CONTRACTOR agree to amend the Agreement to include an additional Statement of Work for as-needed consulting services including advanced training, template creation and report development associated with the Legistar solution ; and

**WHEREAS**, This First Amendment represents an increase of \$10,000 to the Agreement resulting in a revised maximum amount of \$323,046 and this First Amendment extends the Contract End Date from June 30, 2023 to March 2, 2024;

**TERMS**

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

1. Paragraph 2.1 of the Agreement, **Ordering Granicus Products and Services**, is amended to read in full as follows:  
**Statement of Work.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW. Exhibits A and A-1, attached hereto and incorporated herein by this reference, list the Granicus Products and Services that Customer is purchasing under this Agreement.
2. Paragraph 4.1, **Fees**, is amended to read in full as follows:

**Fees.** Customer agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s).

Notwithstanding the foregoing, the maximum payments under this Agreement shall be THREE HUNDRED THIRTEEN THOUSAND FORTY SIX DOLLARS (\$313,046) for Granicus Products and Services provided pursuant to Exhibit A and the maximum payments under this Agreement shall be TEN THOUSAND DOLLARS (\$10,000) for professional services provided pursuant to Exhibit A-1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon Granicus Products and Services actually provided and charges incurred by Customer pursuant to the terms of this Agreement.

3. Paragraph 7.1, **Agreement Term**, is amended to read in full as follows:

**Agreement Term.** The Agreement Term shall begin on the Effective date of this agreement and continue through the latest date of the order Term of each order or SOW (Exhibits A and A-1) under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products or Services provided under the respective Order or SOW. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within Each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

Notwithstanding the foregoing, the Granicus Products and Services provided pursuant to Exhibit A shall be provided on or before June 30, 2023 and the Consulting Services provided pursuant to Exhibit A-1 shall be provided on or before March 2, 2024.

**[Remainder of page intentionally left blank]**

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

GRANICUS

*Kelly Oliver*

By \_\_\_\_\_

kelly oliver      Vice President - Contracts

By \_\_\_\_\_

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_

BELIA RAMOS, Chair  
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel  By: <u>Ryan FitzGerald (e-sign)</u> County Counsel  Date: <u>March 16, 2023</u>  PL No.: <u>76362</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____ Processed By: _____  Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____
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## **EXHIBIT "A-1"**

### **STATEMENT OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

#### **I. DESCRIPTION OF SERVICES**

- Consulting services as need basis for:
  - Legistar Project Management and Deployment Services:
    - Agenda template creation
    - Additional report development
    - Advanced training

#### **II. COST OF SERVICES**

- \$175/hr to \$300/hr depending on service
- Total costs for services provided pursuant to this Exhibit A-1 shall not exceed \$10,000.00.

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



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0423

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**TO:** Board of Supervisors  
**FROM:** Jon Gjestvang, Chief Information Officer - Information Technology Services  
**REPORT BY:** Elena Guzman, Staff Services Analyst  
**SUBJECT:** Disposal of County Surplus Property for Donation

---

### **RECOMMENDATION**

Chief Information Officer requests the following:

1. Declare certain items of personal property as surplus and no longer required for public use; and
2. Authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computer for Classrooms.

### **EXECUTIVE SUMMARY**

Information Technology Services (ITS) has accumulated certain surplus computer items, which no longer meet the County's equipment standards and requirements but still have potential for use by local entities that meet the criteria set forth in California Government Code Section 25372. Under the code, the Board of Supervisors, by majority vote, can donate any real or personal property the Board declares to be surplus to public agencies, public schools and any organization exempt from taxation pursuant to 26 U.S.C. Sec. 501(c)(3), that is organized to provide health or human services.

Today's request to donate personal computers (PCs), monitors, printers, and miscellaneous surplus equipment is for Computers for Classrooms, which meets the requirements of Government Code Section 25372.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? No

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15738 (State of CEQA Guidelines) and therefore CEQA is not applicable.

**BACKGROUND AND DISCUSSION**

Information Technology Services (ITS) tries to replace computers used by County employees every 4 years. Reasons for replacement are:

- Warranties on the computers are three years and repairing a computer over 4 years of age can be costly.
- When taking the cost of repair and considering how much time is left on the computer, it makes sense to replace with a new computer.
- Older computers face more system failures as well as higher maintenance costs.
- Older systems are more likely to see power supply failures, network component failures and hard drive failures leading to nonproductive employee time.

As a result of replacing the computers on a regular basis, there is a need to surplus older equipment that no longer benefits the County. In making the decision to recommend whether surplus computer equipment is to be donated or sent to public auction, staff considers a few variables:

- Does the surplus computer equipment have any significant dollar value the County could reasonably recover?
- What is the general condition and usefulness of the surplus computer equipment?
- Has there been any expressed need for surplus computers by eligible schools and tax-exempt health or human service organizations?

ITS has accumulated certain surplus computer items, which no longer meet the County's equipment standards and requirements but still have potential for use by local entities that meet the criteria set forth in California Government Code Section 25372. Under the code, the Board of Supervisors, by majority vote, can donate any real or personal property the Board declares to be surplus to public agencies, public schools and any organization exempt from taxation pursuant to 26 U.S.C. Sec. 501(c) (3), that is organized to provide health or human services. Today's request to donate personal computers (PCs), monitors, printers, and miscellaneous surplus equipment is for Computers for Classrooms, which meets the requirements of Government Code Section 25372.

Computers for Classrooms helps provide refurbished computers to California schools, nonprofits, seniors, and citizens with low income. At this time, there are no immediate needs from the Napa County Health and Human Services Agency's clients or local schools. All recommended items have been reviewed and deemed obsolete and unsuitable for County use.

List of donation items is attached.



ITS Donation Personal computers/monitors/etc.

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Asset #	Property Description (for reference only)	Serial #	PO Num - Created Dt.
P1360	HP Color LaserJet CM2320fxi	CNF9B41B4H	7543 - 6/23/2010
P1592	HP LaserJet M605X	CNDCJCY0Y4	2079 - 8/7/2017
M3349	Dell 19" Monitor	CN-0T6116-71618-597-BBB2	11022005 - 11/7/2005
M3253	Dell 19" Monitor	CN-0T6116-71618-55A-AFNL	5258 - 6/23/2005
M4884	Dell 19" Monitor	CN-0YGP39-72872-463-EA8L	21318 - 9/4/2014
M5662	Dell 20" Monitor	CN-050P7W-WS200-83F-210L	ITS420455/18332 - 5/27/2018
M4756	Dell 19" Monitor	CN-0YGP39-72872-39R-CT4L	0119 - 1/16/2014
M4096	Dell 17" Monitor	CN-0G302H-74261-8AI-1ARL	7005 - 1/21/2009
M4373	Dell 19" Monitor	CN-0M39MD-74445-16F-CM4L	8014 - 9/28/2011
M3254	Dell 19" Monitor	CN-0T6116-71618-55A-AFNH	5258 - 6/23/2005
M4580	Dell 17" Monitor	CN-0TJKG1-74261-2AC-2LVU	8413 - 12/4/2012
X3397	Dell Docking Station	CN-0M4TJG-BLK00-14J-A5IH-A05	3963 - 7/14/2021
X3341	Dell Docking Station	MY-0MKX27-BLP00-11B-50B5-A00	3986 - 6/16/2021
X3141	Dell Docking Station	MY-0MKX27-BLP00-072-5P7G-A00	3829 - 2/12/2021
X3120	Dell Docking Station	CN-0M4TJG-BLK00-935-5Q1P-A03	3829 - 2/12/2021
X3012	Dell Docking Station	MY-0MKX27-BLP00-072-446Q-A00	3770 - 1/4/2021
CWS230	Dell Latitude 5480 Laptop	35W86M2	2262 - 1/19/2018
CWS231	Dell Latitude 5480 Laptop	8L196M2	2262 - 1/19/2018
C8920	Dell Latitude 5480 Laptop	9BX94M2	2254 - 1/3/2018
C5440	Dell Latitude E5400 Laptop	FH9MTH1	6996 - 12/23/2008
C0264	Dell Latitude 5400 Laptop	3F1T4Y2	3139 - 8/23/2019
C0453	Dell Latitude 5290 Laptop	2FGJ9Y2	ITS420708/36040 - 11/13/2019
CWS224	Dell Latitude 5480 Laptop	0R196M2	2262 - 1/19/2018
C9094	Dell OptiPlex 5050 Desktop	GK7J9N2	2371 - 3/29/2018
C8342	Dell OptiPlex 5040 Desktop	2X56JB2	1480 - 6/21/2016
C0424	Dell OptiPlex 5060 Desktop	FJ98BZ2	3201 - 10/9/2019
C0485	Dell OptiPlex 5060 Desktop	FY3HB03	3274 - 11/13/2019
CWS161	Dell OptiPlex 5050 Desktop	CPFWBM2	2264 - 1/16/2018
C8969	Dell OptiPlex 5050 Desktop	GK2K9N2	2371 - 3/27/2018
C0639	Dell OptiPlex 5060 Desktop	FYYDB03	3274 - 11/18/2019
C0105	Dell OptiPlex 5060 Desktop	6KWYZV2	2920 - 4/8/2019
C0203	Dell OptiPlex 5060 Desktop	6L830W2	2920 - 4/8/2019
C0486	Dell OptiPlex 5060 Desktop	FYLDB03	3274 - 11/13/2019
C0637	Dell OptiPlex 5060 Desktop	FYNGB03	3274 - 11/18/2019
C8523	Dell OptiPlex 5040 Desktop	8Q93CH2	1789 - 1/27/2017
CWS122	Dell OptiPlex 5050 Desktop	CP9WBM2	2264 - 1/16/2018



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0357

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**TO:** Board of Supervisors

**FROM:** Brian Bordona, Interim Director-Planning, Building & Environmental Services

**REPORT BY:** Barb Ruffino, Staff Services Manager

**SUBJECT:** Approval of Amendment No. 7 to Agreement No. 170518B with Interwest Consulting Group

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### **RECOMMENDATION**

Interim Director of Planning, Building and Environmental Services requests approval of and authorization for the Chair to sign Amendment No. 7 to Agreement No. 170518B with Interwest Consulting Group to perform building plan check services, increasing compensation by \$100,000 for a new maximum of \$350,000 per fiscal year with no change to the agreement term.

### **EXECUTIVE SUMMARY**

On August 3, 2006, the County entered into an agreement with Interwest Consulting Group to assist with review of building plans for code compliance. The agreement was amended in 2007, 2014, and then finally in 2015 increasing the annual maximum to its current maximum of \$250,000 per fiscal year. The Interim Director of Planning, Building and Environmental Services is requesting to increase this annual maximum to \$350,000 per fiscal year to effectively manage workload and address continued staffing shortages.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Building Division 21400-00
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Building Division established a four-week initial plan check review time as one of its performance targets. To meet this goal, the Chief Building Official may opt to use an outside plan review firm when the workload cannot be accomplished by the department staff.

Is the general fund affected?	No
Future fiscal impact:	The commitment of up to \$350,000 per fiscal year would continue in future fiscal years unless the contract is terminated or amended by either party.
Consequences if not approved:	There are times when our initial plan check of building permits will take longer than established performance targets. This would also cause customer service goals to suffer.
County Strategic Plan pillar addressed:	Effective and Open Government

**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.

**BACKGROUND AND DISCUSSION**

On August 3, 2006, the County entered into an agreement with Interwest Consulting Group to assist with review of building plans for code compliance at a total cost of \$49,758. In fiscal year 2007-08 the agreement was amended increasing to a maximum annual amount of \$50,000. In May 2014 the agreement was amended again increasing to an annual maximum of \$200,000 per fiscal year. In June 2015 the agreement was amended to increase the yearly maximum amount by \$50,000 for a new yearly contract maximum of \$250,000. The County Fire department has also been experiencing staffing shortages and has been using these contract services for Interwest to review some of their fire permit plan reviews.

The Building Division collects a plan review fee from the applicant which fully covers the cost of these outside plan review services. In addition, the 2017 and 2020 fires both further impacted the department as far as plan review turnaround timelines and it is imperative that we continue to have these consultant services available in high submittal periods.

The Interim Director of Planning, Building and Environmental Services would like to increase the maximum annual compensation to \$350,000. All other terms of the agreement remain unchanged.

**AMENDMENT NO. 7  
NAPA COUNTY AGREEMENT NO. 170518B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 7 OF NAPA COUNTY AGREEMENT NO 170518B** is made and entered into as of this \_\_\_\_ day of March, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Interwest Consulting Group, whose mailing address is 1613 Santa Clara Drive, Suite 100, Roseville, CA 95661, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170518B (previously 6851) on August 3, 2006, to provide for review of development plans for code compliance plan check; and

**WHEREAS**, the parties previously amended the Agreement to amend the scope of work as well as to increase the maximum compensation payable to CONTRACTOR for services provided during Fiscal Year 2019/2020 and future fiscal years; and

**WHEREAS**, COUNTY and CONTRACTOR now wish to amend the Agreement to increase the maximum compensation payable to CONTRACTOR for services provided during Fiscal Year 2022/2023 and future fiscal years.

**TERMS**

**NOW, THEREFORE**, the Agreement is amended as follows:

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

**3. Compensation.**

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

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of Three Hundred Fifty Thousand Dollars (\$350,000) for professional services and expenses 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 3 above, the terms and provisions of the Agreement

shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment No. 7 to the Agreement was executed by the parties hereto as of the date first above written.

INTERWEST CONSULTING GROUP

By: \_\_\_\_\_  
**Paul Meschino, President of Operations**

By: \_\_\_\_\_  
**David Kniff, Assistant Secretary**

CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
**BELIA RAMOS, Chair**  
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u></p> <p>Date: <u>February 22, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## EXHIBIT "B"

July 28, 2022

Barb Ruffino  
Napa County  
1195 Third St  
Napa, CA 94559



**Re: Letter Proposal to Fee Increase Interwest Consulting Inc. Agreement**

Dear Barb Ruffino,

Interwest Consulting Group is pleased to present this letter of proposal increase fee Napa County with Interwest Consulting Inc.

### PLAN REVIEW – FEE SCHEDULE

Below is our proposed fee to conduct (Professional Services) Building Division Inspection and Plan Review Services.

#### 1. AUTHORIZED HOURLY RATES:

Interwest Consulting Group proposes the following fees for the various plan review and building inspection Services:

- ✓ Complete plan review Services – Commercial and Residential projects with construction valuation equal to or less than \$250,000, which are reviewed by County of Napa's office we propose a fee equal to 70% of the plan review fee charged by the County based on the County of Napa's adopted fee schedule.
- ✓ Plan review services include an initial first review and two back check reviews of the plan. Additional plan review services required beyond the third review will be billed at our hourly rate listed Schedule of Hourly Billing Rates shown below.
- ✓ For projects with a construction valuation greater than \$250,000 we propose that plan review services performed in the County of Napa's offices be paid utilizing the hourly billing rates listed within the Schedule of Hourly Billing Rates shown below for all plan review services provided.
- ✓ For Partial Plan Review Services such as structural only, foundation only, mechanical only, electrical only, etc., or any combination of partial reviews, we propose to provide services on an hourly basis using listed in our Schedule of Hourly Billing Rates below.
- ✓ Expedited plan review services based on availability of staff. Fees for expiated plan review performed in our office will be charged at 150% of the rate specified for typical plan review as noted above. Time frame for performance of expedited plan review services will be negotiated based on sized and company specific project.
- ✓ Site civil plan review services can be provided on an hourly basis and charged per Schedule of Billing Rates.
- ✓ CASp plan review services – Hourly Fee using the Schedule of Hourly Billing Rate below
- ✓ CASp inspection services – Hourly Fee using the Schedule of Hourly Billing Rate below
- ✓ Fire plan review services - Hourly Fee using the Schedule of Hourly Billing Rate below
- ✓ There is no charge for courier or shipping services
- ✓ Building inspection services – Hourly fee using the Schedule of Hourly Billing Rates below. There is a four-hour minimum charge per inspector for any day inspection service are provided.

**Schedule of Hourly Billing Rate**

<b>Classification</b>	<b>Hourly Billing Rate</b>
Licensed Plan Review Engineer (Structural, civil, electrical, mechanical)/Architect	\$145
Senior Plans Examiner	\$130
CASp	\$120
Inspector III	\$105
Inspector II	\$95
Inspector I	\$85
Permit Technician	\$75
Fire Protection Engineer	\$145
Senior Fire Plans Examiner	\$125
Fire Plans Examiner / Fire Inspector	\$110
ICC Building Plans Examiner	\$110
Inspection Overtime	150% of Above Listed Hourly Rate per CA Labor Regulations
Travel & Mileage (client requested meetings)	Current IRS approved Rates as Necessary
<b>** Expedited Reviews-</b> must be approved to ensure available	Rate is 150% of above-mentioned rate schedule

**EXPEDITED REVIEWS-**

Expedited Reviews, when requested and availability allows, shall be invoiced at 150% of the above rates.

**PRICE INCREASE**

No price increase will occur during the first year of the Contract, and fee quotes for specific services shall remain firm throughout the duration of that project. Thereafter, rates will be increased annually on July 1<sup>st</sup>. The hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, all items (CPI-U), Not Seasonally Adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality of CPI for cities of similar size within the applicable region from the previous calendar year, such increase, however not to exceed 4% per annum. This increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Provided our proposal is acceptable to the county, can you please provide us a signed notice-to-proceed letter; Our team is ready to commence the new service hours immediately. We appreciate the opportunity to continue serving the County of Napa with timely and quality services.



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0403

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Andrea Salter - Staff Services Analyst I  
**SUBJECT:** Amendment No. 9 to Lease Agreement No. 170067B for the Records Center

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### **RECOMMENDATION**

Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 9 to Lease Agreement No. 170067B with Rockwater, LLC for 994 Kaiser Road, Unit A, known as the Records Center, to extend the term for one additional year through June 30, 2024, and to adjust the monthly rental fee to \$9,000 beginning July 1, 2023 for continued use as a records storage facility.

### **EXECUTIVE SUMMARY**

Since July 1, 2000, the County has leased approximately 6,000 square feet of space known as Unit A (Warehouse) at 994 Kaiser Road. On April 25, 2006, approximately 2,240 square feet of additional space known as Unit B (Annex) was added to the lease, for a total leased area of approximately 8,160 square feet, for front office, storage, and warehouse space for Records Management. On December 31, 2018, the lease of Unit B was terminated at the property owner's request. Overflow space for records storage has been made available at the County's South Campus located at 2721 Napa Valley Corporate Way (Building 4). Records Management has been engaged in a records digitization process to reduce the physical capacity needs for records and expects that all boxes from 994 Kaiser Road and 90% of boxes at 2721 Napa Valley Corporate Drive will be stored with an outside vendor by May 31, 2024. In the meantime, Records Management needs to continue to occupy Unit A for their main records storage. Approval of Amendment No. 9 will extend the lease for one additional year and adjust the monthly rental rate to \$9,000 beginning on July 1, 2023, through June 30, 2024.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	ITS-Records Management

Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of this amendment will allow for County's continued use of leased space for its Mail Processing and Records Storage needs.
Is the general fund affected?	No
Future fiscal impact:	The cost of the lease will be included in future ITS-Records Management Budgets. Cost to store records at South Campus will be included in the Annual Property Management Allocation.
Consequences if not approved:	The County would continue to occupy Unit A for an additional three years without the flexibility for early termination.
County Strategic Plan pillar addressed:	Effective and Open Government

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

### **BACKGROUND AND DISCUSSION**

Records Management occupies approximately 6,000 square feet of front offices, storage and warehouse area located at 994 Kaiser Road. A portion of the space is used as the County's Mail Processing Center. The property at 994 Kaiser Road changed ownership in 2016 and the County has worked successfully with the new owners to continue operations. Records Management has been evaluating vendors to outsource the storage of paper records, located at 994 Kaiser Road, that are awaiting digitization. It was determined that costs and risk could be reduced by using a vendor to handle the long-term storage of paper records. Outsourcing allows records storage costs to go down as inventory is reduced. In addition, the inherent risks of having staff work in a warehouse environment are removed. Records Management expects that all boxes from 994 Kaiser Road and 90% of 2721 Napa Valley Corporate Drive will be stored with an outside vendor by May 31, 2024. Considering these reduced future needs, the County engaged the property owners in a negotiation to reduce the extension period of the lease for Unit A and meet their request for reducing the County's overall footprint within the building.

The proposed amendment will allow the County to retain the lease for Unit A through June 30, 2024, for its Mail Processing Center and to store documents waiting electronic digitization. Unused space available at 2721 Napa Valley Corporate Drive, also known as Building 4, can continue to be used for additional records storage for an interim period as the Records Management staff continue to progress on their digitization project.

Staff requests Board approval of Amendment No. 9 to Lease Agreement No. 170067B to extend the term of the lease for one additional year, through June 30, 2024, and to adjust the monthly rental amount to \$9,000 beginning July 1, 2023.



**NAPA COUNTY AGREEMENT NO. 170067B  
AMENDMENT NO. 9**

**LEASE AGREEMENT**

**THIS AMENDMENT NO. 9 TO NAPA COUNTY AGREEMENT NO. 170067B** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between ROCKWATER, LLC, a Limited Liability Company, hereinafter referred to as “Lessor,” and the COUNTY OF NAPA, a political subdivision of the State of California (“Lessee,” and collectively with Lessor, the “Parties”).

**RECITALS**

**WHEREAS**, on July 1, 2000, Lessee entered into Napa County Lease Agreement 4313, renumbered as Napa County Agreement No. 170067B (the “Lease”) with Mary Ann Varner, in which Ms. Varner leased to Lessee approximately 5,820 square feet of space know as 994 Kaiser Road, Unit A, in Napa, California 94558 described in the Lease as “the leased premises” for use primarily as a records storage facility; and

**WHEREAS**, on January 9, 2001, the Lease was amended for the first time to reflect Joseph Lenzi Potter as the new owner of the building and to establish responsibility for the installation and cost of certain additional improvements to the leased premises; and

**WHEREAS**, Amendment No. 2 was approved on April 26, 2006, to add approximately 2,240 square feet of leased space known as Unit B, provided for certain improvements, and extended the term through June 30, 2009; and

**WHEREAS**, Amendment No. 3 was approved on July 1, 2009, to modify the terms and rental fees of the lease through June 30, 2016, with an option to extend the term for two additional years; and

**WHEREAS**, Amendment No. 4 was approved on May 22, 2012, to modify the terms to establish responsibility for improvements and extend the term; and

**WHEREAS**, Amendment No. 5 was approved on June 23, 2015, to modify the terms and rental fees of the Lease through June 30, 2016, with an option to extend the term for two additional years; and

**WHEREAS**, Amendment No. 6 was approved on July 12, 2016, to reflect the change and transfer of ownership of the leased premises to Lessor; and

**WHEREAS**, Amendment No. 7 was approved on June 6, 2017, to extend the term through June 30, 2019, and adjust the rental fee; and

**WHEREAS**, Amendment No. 8 was approved on July 31, 2018, to clarify the description of the leased premises, extend the term through June 30, 2023, with an option to

extend for an additional three years, remove the right for early termination, and adjust the rental fee and annual increases; and

**WHEREAS**, there is no longer a need for the Lessee to exercise the option to extend the term for an additional three years; and

**WHEREAS**, the Parties mutually agree to extend the term for one additional year through June 30, 2024, and adjust the monthly rental fee.

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby recognized, the Parties hereby amend the Lease as follows:

1. Paragraph 2 is amended to read in full as follows:

2. **TERM:** The Lease term for Unit A shall be from July 1, 2009, expiring on June 30, 2024 (“Unit A Base Term”), and the Lease term for Unit B shall be from July 1, 2009, expiring December 31, 2018.

Lessee shall no longer have the right to terminate the Lease prior to the expiration dates as stated above.

2. Paragraph 4 is amended to read in full as follows:

4. **RENTAL:** Lessee shall pay Lessor the following monthly rental amount on Unit A (the “Unit A Base Rent”) during the period noted:

July 1, 2022, through June 30, 2023	\$7,651.82
July 1, 2023, through June 30, 2024	\$9,000.00

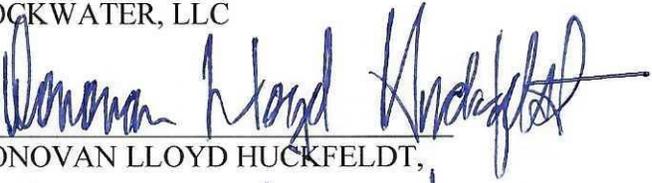
3. This Amendment No. 9 represents all the changes to the Agreement agreed to by the Lessee and Lessor. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 9 shall remain in full force and effect.

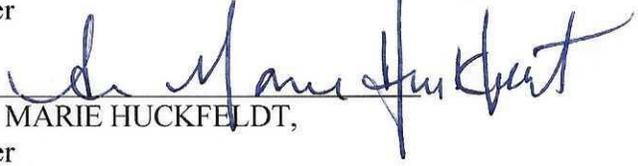
4. This Amendment No. 9 may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original. This Amendment No. 9 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

5. This Amendment No. 9 shall become effective July 1, 2023.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 9 of the Lease as of the date first above written.

ROCKWATER, LLC

By:   
DONOVAN LLOYD HUCKFELDT,  
Owner

By:   
ANN MARIE HUCKFELDT,  
Owner

“LESSOR”

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
BELIA RAMOS, Chair of the  
Board of Supervisors

“LESSEE”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>March 6, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0420

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**TO:** Board of Supervisors  
**FROM:** Steve Lederer- Director of Public Works  
**REPORT BY:** Katie Ribardiere- Animal Shelter Manager  
**SUBJECT:** Acceptance of donation to the Animal Shelter

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### **RECOMMENDATION**

Director of Public Works requests acceptance of a donation of gift cards totaling \$3,751 from Pet Food Express to the Napa County Animal Shelter and approval for the Board Chair to sign a letter of appreciation.

### **EXECUTIVE SUMMARY**

In accordance with Board Resolution No. 05-40 and the recommended procedure for the acceptance and disbursement of gifts, bequests, or devices for donations in excess of \$1,000, this agenda item has been prepared to accept a donation in the amount of \$3,751 in gift cards from Pet Food Express, and to send a letter of appreciation for the generous contribution.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	A donation in the amount of \$3,751 in gift cards was received by the Napa County Animal Shelter from Pet Food Express. The gift cards will be used to support Animal Shelter operations. Fund: 5040, Org: 5040000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	These gift cards will support Animal Shelter operations
Is the general fund affected?	No
Future fiscal impact:	No impact to future fiscal years
Consequences if not approved:	The gift cards will be returned to the donor and the Animal Shelter would not benefit from this gift.
County Strategic Plan pillar addressed:	Effective and Open Government

**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

**BACKGROUND AND DISCUSSION**

Pet Food Express has donated \$3,751 in gift cards to the Animal Shelter to assist with general operations. Staff requests acceptance of this donation and authorization to send the attached letter of appreciation.



A Tradition of Stewardship  
A Commitment to Service

**Board of Supervisors**

1195 Third St.  
Suite 310  
Napa, CA 94559  
[www.countyofnapa.org](http://www.countyofnapa.org)

Main: (707) 253-4421  
Fax: (707) 253-4176

**Belia Ramos**  
Chair

March 28<sup>th</sup>, 2023

Mr. Mike Murray  
Director of Community Outreach  
Pet Food Express  
500 85th Avenue  
Oakland, CA 94621

Dear Mr. Murray:

Thank you for your recent donation in gift cards totaling \$3,751 to the Napa County Animal Shelter. Your donation will support our operations, as well as supply many of the needed items to improve the quality of life for our animals and make them more comfortable and happier while waiting at the shelter for their lifetime home.

It is the goal of the Napa County Animal Shelter to humanely care for the animals that fall into our care, and over time eliminate the problem of unwanted animals in our community. Your support allows us to further this mission.

Thank you for your continuing support. We invite you to visit the shelter to see your donation dollars at work.

Regards,

Belia Ramos  
Chair

**Joelle Gallagher**  
District 1

**Ryan Gregory**  
District 2

**Anne Cottrell**  
District 3

**Alfredo Pedroza**  
District 4

**Belia Ramos**  
District 5



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0421

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**TO:** Board of Supervisors

**FROM:** Steven Lederer - Director of Public Works

**REPORT BY:** Amanda Exum - Staff Services Analyst I

**SUBJECT:** Amendment No. 1 to Professional Services Agreement 230252B with Universal Protection Services, LP, dba Allied Universal Security Services

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### **RECOMMENDATION**

Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230252B with Universal Protection Services, LP, dba Allied Universal Security Services (Allied Universal), to amend the scope of work and to increase maximum compensation by \$891 for FY 22/23 and \$3,564 per fiscal year for fiscal years 2-5 to accommodate the addition of routine equipment costs for security services.

### **EXECUTIVE SUMMARY**

Approval of this amendment will allow the County to increase effectiveness of contracted security and patrol services at property owned or occupied by the County with the utilization of advanced mobile technology.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Property Management, Health & Human Services Administration, Library, and Flood.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Utilization of advanced mobile technology will significantly improve security services, tracking and documentation of incidents, and assist with management and oversight of post orders and accountability.
Is the general fund affected?	Yes
Future fiscal impact:	Each department receiving security services, either posted or patrol services will budget a portion of the contract's maximum annual compensation according to their planned usage each fiscal year.

Consequences if not approved: If the amendment is not approved, the County would not have the ability to utilize the HELIAUS technology features for post order management and report tracking. These technology features will improve security efficiency and lower risk and liability at properties owned or occupied by the County.

County Strategic Plan pillar addressed: Effective and Open Government

**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.

**BACKGROUND AND DISCUSSION**

County staff issued a Request for Proposal (RFP) for security services on August 26, 2022. Ten companies submitted proposals which were scored according to predetermined weighted criteria: company history, experience, qualifications, and pricing. Two of the top-scoring companies were invited for interviews with a panel. Allied Universal distinguished itself as the most qualified and cost-effective company and was selected by the panel to provide Napa County with security and patrol services.

On December 13, 2022, the Board approved professional services agreement No. 230252B effective January 1, 2023, with Allied Universal with a maximum compensation amount of \$908,145 in years 1-3 and a maximum compensation amount of \$771,528 in the optional additional years 4-5.

HELIAUS technology offered by Allied Universal provides robust services such as incident reporting, GPS tracking, and parking management. HELIAUS mobile and HELIAUS portal allows for access to and analysis of information vital to providing a safe presence at County properties. This technology service was only included for the patrol supervisor position under the initial agreement, as part of the hourly rate. This same technology service is needed at all County locations currently receiving posted/patrol security services with Allied Universal at a rate of \$99.00 per device, per month. These sites include South Campus, Napa Library, and American Canyon Library.

Today's action will update the scope of work to include HELIAUS mobile technology deployment and to increase maximum compensation. Maximum compensation amount increases to \$916,164 in years 1-3 and a maximum compensation amount of \$778,656 in the optional additional years 4-5.

**NAPA COUNTY AGREEMENT NO. 230252B  
AMENDMENT NO. 1**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230252B** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and UNIVERSAL PROTECTION SERVICE, LP, a California limited partnership, doing business as ALLIED UNIVERSAL SECURITY SERVICES, whose mailing address is 161 Washington Street, Suite 600, Conshohocken, PA 19428, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, by Napa County Agreement No. 230252B entered into as of January 1, 2023 (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide security and patrol services at property owned and occupied by COUNTY; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to update the scope of work and to increase maximum compensation to accommodate the need for additional routine services.

**TERMS**

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

1. Exhibits “A” and “B” of the Agreement are rescinded and replaced in full by those documents entitled Exhibit “A-1” and “B-1”, respectively, incorporated herein, and all references in the Agreement to Exhibit “A” and Exhibit “B” shall mean Exhibit “A-1” and Exhibit “B-1”, respectively.
2. Paragraph 2, “**Scope of Services**” is hereby amended to read in full as follows:
  2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-1”, attached hereto, in addition to the RFP and CONTRACTOR’S proposal, incorporated by reference herein.
3. Paragraph 3, “**Compensation**” is hereby amended to read in full as follows:
  3. **Compensation.**
    - (a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-1” attached hereto and incorporated by reference herein.
    - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

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

Fiscal Year	Routine Hourly Services	Routine Equipment Costs	Non-Routine Emergency Services	Annual Maximum
FY22/23	\$163,438	\$891	\$20,000	\$184,329
FY23/24	\$337,108	\$3,564	\$20,000	\$360,672
FY24/25	\$347,599	\$3,564	\$20,000	\$371,163
FY25/26	\$360,173	\$3,564	\$20,000	\$383,737
FY26/27	\$371,355	\$3,564	\$20,000	\$394,919

4. **Counterparts.** This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

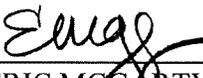
5. **Electronic Signatures.** This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 1 and shall have the same force and effect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

6. Except as provided in paragraphs 1 through 5 above, the terms and provisions of the Agreement shall remain in full force and effect.

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

IN WITNESS WHEREOF, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

UNIVERSAL PROTECTION SERVICE, LP  
doing business as Allied Universal Security Services

By:   
ERIC MCGARTY, Regional President

By:   
DAVID BUCKMAN, Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
BELIA RAMOS, Chair Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>February 15, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## EXHIBIT “A-1”

### SCOPE OF WORK

CONTRACTOR shall provide COUNTY with private security and patrol services that promote public safety and enforce local ordinances at County-owned and operated community facilities, professional office buildings and industrial locations in accordance with the California Business and Professions Code Division 3, Chapter 11.5 Private Security Services. CONTRACTOR shall also act as a liaison for visitors to County facilities by providing information and directions and answering questions.

#### **I. DESCRIPTION OF SERVICES**

##### **A. Objectives**

Provide at least one unarmed uniformed security guard at various locations within Napa County who will:

- 1) Serve as a highly visible public safety presence;
- 2) Perform ambulatory patrol of County-owned and operated facilities;
- 3) Respond to suspicious activity or safety-related incidents;
- 4) Demonstrate situational awareness and knowledge of progressive security procedures and techniques by detecting and assisting in the prevention and de-escalation of disruptive or prohibited conduct;
- 5) Maintain a thorough understanding of and implement assigned department procedures, policies and post orders;
- 6) Sign and agree to all terms of department-specific security and confidentiality forms and clearance processes (Exhibit “C”);
- 7) Issue citations for violations in designated parking lots;
- 8) Develop working relationships with key County staff and respond to relevant requests;
- 9) Maintain a general working knowledge of County services; and
- 10) Engage the community at-large and create rapport with patrons by directing members of the public, answering questions in a courteous manner, creating a welcoming environment and establishing area awareness.
- 11) Complete department specific unauthorized vehicle courtesy notice (Exhibit “D”).

##### **B. General Requirements**

1) Minimum Qualifications and Experience of Security Guards. All security guards provided by CONTRACTOR to perform the required services must possess, demonstrate and/or furnish proof at COUNTY’s request all of the following:

- a. Valid Class C California Driver License;
- b. Ability to read, write, speak and communicate effectively English;
- c. Current and valid registration with the State of California Department of Consumer Affairs Bureau of Security and Investigative Services;

- d. Trained in patrol, security and de-escalation techniques prior to County assignment;
- e. At least twelve (12) months experience as a private security guard or officer;
- f. Current and valid background screening that has been verified as devoid of any felonies prior to assignment at County facilities;
- g. Be drug-free; and
- h. Not associated with or party to any lawsuit against or by the County.

Any security guard who fails to meet or comply with the requirements listed above for any length of time during the assignment period shall be disqualified from any County assignment.

2) Uniforms. CONTRACTOR shall provide appropriate uniforms in accordance with dress standards approved by COUNTY. Uniforms shall bear distinctive insignia or other characteristics that clearly distinguish the security guard as a CONTRACTOR employee, and a nametag or picture identification card. Uniform requirements and standards may vary by department.

3) Appearance. Security guards assigned to County facilities shall maintain a clean, neat and well-groomed appearance.

4) Workplace Conduct. Security guards shall display professionalism at all times. Any activities that may be perceived as unprofessional or a distraction from duties, such as eating or drinking (except during designated breaks), personal grooming, or the personal use of phones, is prohibited.

### **C. County of Napa Holidays**

The County of Napa may not require routine service or security coverage during County holidays. County holidays and the requirement for security services will be identified by Post Order for each location. Below are identified County holidays where reduced routine services are anticipated (subject to change).

New Year's Day  
 Martin Luther King, Jr. Birthday  
 President's Day  
 Cesar Chavez's Birthday  
 Memorial Day  
 Juneteenth  
 Independence Day  
 Labor Day  
 Veterans Day  
 Thanksgiving 1  
 Thanksgiving 2  
 Winters Holiday 1  
 Winters Holiday 2

#### D. Locations of County Facilities and Coverage Requirements

The list of County facilities below is not exhaustive and may be modified at COUNTY's discretion. All changes will be negotiated in advance. CONTRACTOR must be able to demonstrate the ability to meet County needs for the schedules listed below and shall be responsible for covering lunch and break periods. CONTRACTOR must obtain written authorization from COUNTY prior to use of overtime to provide services.

COUNTY FACILITY*	DAYS / HOURS*	DAYS/ WEEK*	SERVICE TYPE*
Napa County Administration Building 1195 3rd St	Mon - Fri 8:30am - 5:30pm (1 hour lunch) (Approximately 5 hours Administration Building including Sullivan Lot, 2 hours Fifth Street Parking Garage, 1 hour HHSA CSOA.	5	Patrol between sites
Fifth Street Parking Garage 1100 5th Street			
HHSA - CSOA 650 Imperial Wy			
Napa County Library 580 Coombs St	Mon - Thurs 12:10pm-8:10pm (30 minute lunch) Fri - Sat 10:10am-6:10pm Sun 1:10pm-5:10pm	7	Posted at single site
American Canyon Library 300 Crawford Wy	Mon, Tues, Thurs & Fri 2:10pm-6:10pm Wed 2:10pm-8:10pm Sat 10:10am-6:10pm (30 minute lunch)	6	Posted at single site
Napa County South Campus 2751 Napa Valley Corporate Dr	Mon - Fri Shift #1: 8am-2pm Shift #2: 2pm-8pm	5	Posted at single site
Flood Department 804 First St	Mon – Fri 6:00am-7:00am	5	Mobile Patrol

\* Current Schedule. Subject to change.

#### E. Description of Routine Tasks

CONTRACTOR and COUNTY shall jointly develop and authorize specific Post Orders for each facility. Routine tasks shall include:

- 1) Building and Grounds Patrol. CONTRACTOR shall perform ambulatory patrol of County-owned or operated facilities including the interior and exterior of buildings and adjacent premises.
- 2) Issue Citations. At the direction of the Director of Public Works, CONTRACTOR shall issue citations for violations in designated parking lots in accordance with Title 10 of the Napa County

Code of Ordinances Chapter 10.12. COUNTY shall supply all necessary forms, citation book, and training on citation issuing protocol.

- 3) Loss and Damage Prevention. CONTRACTOR shall inform and educate persons who are in violation of policies or procedures, and intercept and report trespassers or those suspected of or known to have committed illicit activity to law enforcement.
- 4) Incident Response. CONTRACTOR shall respond to suspicious activity and safety or emergency-related incidents reported by or at the request of County employees or the general public. Incidents may include infractions to policies such as smoking, or aggressive and inappropriate behavior which requires escorting the offender from the premises.
- 5) Participation in Compliance. At COUNTY's request, CONTRACTOR shall support ongoing County-compliance efforts by developing written reports regarding routine tasks or specific incidents and cooperate in County-led investigations.
- 6) Track Hours. CONTRACTOR shall track time checked in and out.
- 7) Check-In Meetings. CONTRACTOR shall schedule and hold monthly check-in meetings with COUNTY representative(s) for each location or group of locations (i.e. Library locations). CONTRACTOR shall schedule and hold quarterly check-in meetings with COUNTY representatives from locations receiving security services.

#### **F. Equipment**

CONTRACTOR shall supply security guards with the following items for each assigned shift:

- 1) Mobile phone with consistent phone number that County Staff may reach guards for general inquiries, incident responses and emergencies (changes to phone number must be submitted to the Public Works Contract Administrator or Administrative Manager in writing in advance or immediately upon change);
  - a. Posted and Patrol guards shall be equipped with a HELIAUS Mobile device and shall utilize the technology features it provides including but not limited to incident reporting, GPS tracking, and parking management.
- 2) Writing instruments, flash lights, chalk stick, chalk and any other materials necessary to complete tasks; and
- 3) A vehicle for transportation between County facilities, as required.

#### **G. Supervisory Oversight**

- 1) CONTRACTOR must provide daily supervisory oversight of assigned guards including filling post assignments, conducting performance evaluations, rendering corrective or disciplinary

actions, and effecting all other necessary activities that ensure the proper and prompt daily execution of post orders and fulfillment of this Agreement.

#### **H. Post Vacancies**

CONTRACTOR shall fill vacant posts of any kind (e.g., guard call-out, sick, or other requested time off, resignation, and termination) with qualified guards as defined by this Agreement within two (2) hours of notification. No post shall be vacant for more than a two-hour period. COUNTY shall receive a \$50.00 credit for each hour, or portion thereof, that is vacant for longer than a two-hour period.

#### **I. Additional and Emergency Services**

COUNTY may request CONTRACTOR to provide additional services on an as-needed basis at the rates set forth in Exhibit "B-1".

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

**EXHIBIT “B-1”****COMPENSATION****JANUARY 1, 2023 THROUGH JUNE 30, 2023**

Position	Position Type	Rate Type	Bill Rate
Security Guard	Posted	Regular	\$33.69
Security Guard	Patrol	Regular	\$36.75
Security Guard	Posted/Patrol	Overtime/Holiday*	\$49.26
Security Guard	Posted/Patrol	Non-Routine/Emergency	\$49.50
Security Guard	Posted/Patrol	Hourly Credit Value	\$50.00
Security Guard	Mobile Unit	Regular	\$30.00

**JULY 1, 2023 THROUGH JUNE 30, 2024**

Position	Position Type	Rate Type	Bill Rate
Security Guard	Posted	Regular	\$34.70
Security Guard	Patrol	Regular	\$37.86
Security Guard	Posted/Patrol	Overtime/Holiday*	\$50.74
Security Guard	Posted/Patrol	Non-Routine/Emergency	\$50.99
Security Guard	Posted/Patrol	Hourly Credit Value	\$50.00
Security Guard	Mobile Unit	Regular	\$32.50

**JULY 1, 2024 THROUGH JUNE 30, 2025**

Position	Position Type	Rate Type	Bill Rate
Security Guard	Posted	Regular	\$35.74
Security Guard	Patrol	Regular	\$38.99
Security Guard	Posted/Patrol	Overtime/Holiday*	\$52.26
Security Guard	Posted/Patrol	Non-Routine/Emergency	\$52.52
Security Guard	Posted/Patrol	Hourly Credit Value	\$50.00
Security Guard	Mobile Unit	Regular	\$35.00

**JULY 1, 2025 THROUGH JUNE 30, 2026**

Position	Position Type	Rate Type	Bill Rate
Security Guard	Posted	Regular	\$37.00
Security Guard	Patrol	Regular	\$40.36
Security Guard	Posted/Patrol	Overtime/Holiday*	\$54.10
Security Guard	Posted/Patrol	Non-Routine/Emergency	\$54.09
Security Guard	Posted/Patrol	Hourly Credit Value	\$50.00
Security Guard	Mobile Unit	Regular	\$37.50

**JULY 1, 2026 THROUGH JUNE 30, 2027**

Position	Position Type	Rate Type	Bill Rate
Security Guard	Posted	Regular	\$38.11
Security Guard	Patrol	Regular	\$41.58
Security Guard	Posted/Patrol	Overtime/Holiday*	\$55.72
Security Guard	Posted/Patrol	Non-Routine/Emergency	\$55.71
Security Guard	Posted/Patrol	Hourly Credit Value	\$50.00
Security Guard	Mobile Unit	Regular	\$40.00

**HELIAUS Mobile** - Hourly compensation rates include one (1) HELIAUS device issued to the patrol supervisor.

Additional HELIAUS devices are required for posted and patrol facilities at a rate of \$99.00 per device per month.

\*If any County facility requires security services in the future, a HELIAUS device will be provided to the posted or patrol guard at a rate of \$99.00 per device per month.

\***Overtime/Holiday** - CONTRACTOR must obtain written authorization from COUNTY prior to use of overtime/holiday services.



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0462

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Graham Wadsworth - Engineering Supervisor  
**SUBJECT:** Resolution Certifying the Mileage of County-Maintained Road System

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### **RECOMMENDATION**

Director of Public Works requests adoption of a Resolution certifying to the State Department of Transportation, the total mileage of Napa County maintained roads as of April 2023 in accordance with the provisions of Section 2121 of the California Streets and Highways Code.

### **EXECUTIVE SUMMARY**

Section 2121 of the California Streets and Highways Code requires the County to file an annual report of the total mileage of the County-maintained road system, noting any additions or exclusions. This report was last prepared and submitted in 2022. Since that time, there have not been any additions, exclusions nor changes to the measured lengths of County roads. The County-maintained road system totals 419.10 miles.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	The State Controller distributes a portion of the gas tax revenue derived pursuant to Section 2103, 2104, 2105, 2106 and 2034 of the Streets and Highways Code based on, among other factors, the total mileage of the County-maintained road system.
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	This is a mandatory provision of the California Streets and Highways Code.
Is the general fund affected?	No

Future fiscal impact: This is an annual requirement of the Streets and Highways Code that may cause a minor fluctuation in revenue, if the amount of County-maintained mileage changes in future reports.

Consequences if not approved: The State of California could withhold payment of revenues allocated from Sections 2100 through 2121 of the code if the County did not comply with the provision.

County Strategic Plan pillar addressed: Livable Economy for All

**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.

**BACKGROUND AND DISCUSSION**

The Public Works Department maintains 419.10 miles of roads in the unincorporated portions of Napa County. The county road system consists of 38.16 miles of arterial roads, 108.93 miles of collector roads, 5.74 miles of urban local, and 257.46 miles of local roads. The 2020-21 Pavement Management Program (PMP) Update states that the cost to reconstruct the county road system, given current deferred maintenance, is \$470 million. To effectively maintain this significant asset with gas tax and sales tax revenue, the County uses the PMP to prioritize road maintenance, repair, and rehabilitation.

The State Controller's Office distributes Highway Users Tax Account (gas tax) funds to the various agencies in the state based on a variety of formulas, in accordance with Sections 2100 to 2121 of the Streets and Highways Code. Factors used in calculating these apportionments include population, number of vehicle registrations, assessed value, assigned percentages, fixed sums per payment period and maintained mileage, which data is reported in the annual Road Fund Report submitted to the State Controller's Office by the Auditor Controller's Office. Section 2121 of the Streets and Highways Code requires each county to submit a certified total of all the mileage of maintained county roadways and a listing of all additions or exclusions, to the State Department of Transportation, who certifies the data to the State Controller. The State Controller uses this data in proportioning the distribution of funds from the Highway Users Tax Account and SB 1 "Road Maintenance and Rehabilitation Program".

For the County to be eligible to receive regional discretionary funds through the Metropolitan Transportation Commission (MTC) for road and safety projects, the County must certify a PMP and the number of miles of county maintained roads. County staff verified that the county maintained roads that are traversable by ordinary automobiles, have become county roads through due legal processes, are open to the general public, and are outside of incorporated cities. Additions typically come from the acceptance of new roadways or relinquishment of former State highways. Exclusions typically come from the annexation of roadways into incorporated cities or from abandonments. Since 2022, there are not any roads that had been accepted by the County nor annexed into cities. The total centerline mileage of roadway maintained by the County for 2023 is 419.10 miles.

**RESOLUTION NO. 2023**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, CERTIFYING THE MILEAGE OF  
MAINTAINED COUNTY ROADS AS OF APRIL 2023**

**WHEREAS**, section 2121 of the California Streets and Highways Code provides that each county in the State of California shall submit to the California Department of Transportation any additions and/or exclusions from the County’s mileage of County-maintained roads as of May of each year, specifying the termini and mileage of each route added or excluded; and

**WHEREAS**, the Napa County Department of Public Works completed a thorough review of all County-maintained roads for the 2020-21 Pavement Management Program Report and found that the total mileage of maintained county roads is 419.10 miles;

**WHEREAS**, as authorized by the Napa County Board of Supervisors, the Napa County Department of Public Works certified to the California State Controller on April 19, 2022, that the total mileage of County-maintained roads in Napa County as of May 2022 was 419.10 miles; and

**WHEREAS**, the Department of Transportation certified to the State Controller in the year that the total mileage of maintained County roads was 419.10 miles; and

**WHEREAS**, the Napa County Department of Public Works confirmed that there have been no additions or exclusions from the County’s mileage of County-maintained roads since the 2020-21 Pavement Management Program Report was completed;

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

1. The total mileage of County-maintained roads in Napa County is hereby authorized to be certified to the California Department of Transportation as being 419.10 miles as of April 2023.

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**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board  
 held on the 28<sup>th</sup> day of March, 2022, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSTAIN: SUPERVISORS

ABSENT: SUPERVISORS

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 BELIA RAMOS, Chair of the  
 Board of Supervisors

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u>          Deputy County Counsel</p> <p>Date: <u>March 17, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY          BOARD OF SUPERVISORS</p> <p>Date:          Processed By:          _____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0474

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Leigh Sharp, Deputy Director of Public Works, General Services  
**SUBJECT:** Approval of Recycled Water Service Agreements with Napa Sanitation District

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### **RECOMMENDATION**

Director of Public Works requests approval of and authorization for the Chair to sign the three Agreements listed below with Napa Sanitation District, to be effective through December 31, 2027, for the delivery of recycled water to various County facilities for landscape irrigation purposes:

1. Napa County Agreement No. 230356B for delivery of recycled water to the County's South Campus located at 2751 Napa Valley Corporate Drive;
2. Napa County Agreement No. 230357B for delivery of recycled water to the Napa County Sheriff's Office located at 1535 Airport Boulevard; and
3. Napa County Agreement No. 230358B for delivery of recycled water to Napa County Fire Department No. 27 (Greenwood Fire Station) located at 1555 Airport Boulevard.

### **EXECUTIVE SUMMARY**

Napa County entered into a Purchase and Sale of Recycled Water Agreement with Napa Sanitation District on December 23, 2013 for the use of recycled water at the County's South Campus for irrigation purposes. The Agreement expired in 2015 but recycled water service to South Campus continued uninterrupted. The Sheriff's Office and the Greenwood Fire Station have also been receiving and utilizing recycled water from Napa Sanitation District for irrigation since 2021 without an Agreement. Napa Sanitation District has requested that Purchase and Sale of Recycled Water Agreements for all three locations be executed for the continued use of recycled water for irrigation purposes at these County facilities. Approval of the requested action will allow the County to continue purchasing and utilizing recycled water for irrigation use at the three named County properties.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? Yes  
Is it currently budgeted? Yes  
Where is it budgeted? Property Management (4300000) and County Fire (2100027)  
Is it Mandatory or Discretionary? Discretionary  
Discretionary Justification: Use of recycled water, rather than potable water, for irrigation provides environmental benefits and is cost effective.  
Is the general fund affected? No  
Future fiscal impact: The costs for recycled water will be budgeted annually.  
Consequences if not approved: The County may not receive recycled water from Napa Sanitation District and would need to rely on other water for irrigation purposes.  
County Strategic Plan pillar addressed: Effective and Open Government

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: This activity is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, as relating to the operation of existing public facilities involving negligible or no expansion of existing use.

**BACKGROUND AND DISCUSSION**

Napa County entered into a Purchase and Sale of Recycled Water Agreement with Napa Sanitation District on December 23, 2013 for use of recycled water at the County’s South Campus for irrigation purposes. The Agreement expired in 2015 but recycled water service has continued at the site without interruption. The Sheriff’s Office and the Greenwood Fire Station have been receiving and utilizing recycled water since 2021 without an Agreement. Napa Sanitation District has requested execution of Purchase and Sale of Recycled Water Agreements for all three locations for the continued use of recycled water for irrigation purposes as these County facilities.

The term of the agreements will be through December 31, 2027, and the cost of recycled water will be established, and adjusted from time to time, by the Board of the Napa Sanitation District. In total approximately 29.5 acres will receive recycled water for irrigation across the three County facilities. Use of recycled water requires compliance with provisions of regulations from the Regional and State Water Quality Control Boards related to use of recycled water.

Approval of the requested action will allow the County to continue purchasing and utilizing recycled water for irrigation purposes at the three identified County properties.

**AGREEMENT FOR THE PURCHASE AND SALE OF RECYCLED WATER  
(METERED SERVICE)**

This Agreement is made and entered into in Napa, California, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between NAPA SANITATION DISTRICT, a special district of the State of California (Producer), and Napa County (User), and provides as follows:

RECITALS:

A. Producer owns and operates a wastewater treatment plant in Napa County, California, which is in the San Francisco Bay Region of the California Regional Water Quality Control Board (the Regional Water Board), and collects and treats wastewater, discharges treated wastewater to the Napa River and recycles wastewater generated within Producer's service area.

B. User owns approximately 25.32 acres of land in Napa County, California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, which land has been improved with industrial facilities, commercial space & landscaping. (Property).

C. Producer employs wastewater reclamation as a means of promoting beneficial reuse of limited water resources.

D. Producer is authorized to sell recycled water, pursuant to Order 96-011 adopted by the Regional Water Board on January 17, 1996, together with all attachments thereto.

E. User is interested in purchasing recycled water from Producer for use in irrigation, to be used and applied only in such ways as are specifically permitted.

F. Producer desires to sell to User, and User desires to purchase from Producer, recycled water on the terms and conditions hereinafter set forth.

AGREEMENT:

1. Term. This Agreement shall become effective on the date first above written and shall remain in effect through December 31, 2027.

2. Purchase Price; Payment.

A. From the commencement of delivery of recycled water through the end of the contract term, the cost of recycled water shall be as established by the Board of the Napa Sanitation District, and as adjusted from time to time by the Board of the Napa Sanitation District. It is understood that the Producer intends to adjust the cost of recycled water annually for inflation and as necessary to recover the costs of recycled water production, distribution, and system maintenance and repair.

B. User shall be billed monthly or bimonthly, and payment shall be due and payable within thirty (30) days of the date of the invoice. Interest shall accrue on any amount not paid within thirty (30) days of the date of the invoice at the rate of one (1%) percent per month. If User fails to pay any amount due within ninety (90) days of the date of an invoice, Producer may at its option suspend deliveries of recycled water until the account is brought current.

3. Compliance With Water Quality Control Board Order 96-011; Compliance With Requirements of Producer.

A. Producer and User shall comply with all of the provisions and requirements of Order 96-011 adopted by the California Regional Water Quality Control Board, San Francisco Bay Region on January 17, 1996, and all attachments and amendments thereto and reissuance thereof. A copy of Order 96-011 is attached hereto as Exhibit "B" and incorporated herein by this reference. User acknowledges

to Producer that User is aware that the water sold pursuant to this Agreement is recycled water to be used for only specified and limited uses, that User has received a copy of Order 96-011 attached as Exhibit "B-1" to this Agreement, that User is familiar with and understands all of the provisions and requirements contained in Order 96-011 and that those provisions and requirements are reasonable, and that User covenants and warrants that it shall comply with all the provisions and requirements of Order 96-011 in the purchase and use of the recycled water.

B. Producer and User shall comply with all of the provisions and requirements of General Order 2016-0068-DWQ adopted by the California State Water Quality Control Board. Producer and User acknowledge that recycled water use may be covered by Order 2016-0068-DWQ in the future. A copy of Order 2016-0068-DWQ is attached hereto as Exhibit "B-2" and incorporated herein by this reference. User acknowledges to Producer that User is aware that the water sold pursuant to this Agreement is recycled water to be used for only specified and limited uses, that User has received a copy of Order 2016-0068-DWQ attached as Exhibit "B-2" to this Agreement, that User is familiar with and understands all of the provisions and requirements contained in Order 2016-0068-DWQ and that those provisions and requirements are reasonable, and that User covenants and warrants that it shall comply with all the provisions and requirements of Order 2016-0068-DWQ, when applicable, in the purchase and use of the recycled water.

C. User also shall comply with all of the additional provisions and requirements established by Producer, in the purchase and use of the recycled water, which are set forth in the Producer's Water Reuse Program Manual, Exhibit "C", attached hereto and incorporated herein by this reference.

D. User shall use the recycled water delivered hereunder only for those uses authorized herein, in Order 96-011, in the Water Reuse Program Manual, and in District Code, with all infrastructure for recycled water constructed according to the District's Standard Specifications for recycled water improvements.

E. User acknowledges that the Producer is subject to changes in federal law, state law, regulations and requirements, and that these changes may conflict with the terms of this agreement. In the event that the agreement is not in compliance with current law, regulations or requirements, the User agrees to accept a modification to this agreement that incorporates necessary changes to maintain compliance with these requirements.

#### 4. Quality of Recycled Water Sold.

A. User understands that the recycled water that will be delivered to User hereunder has undergone a tertiary treatment process at Producer's Soscol Water Recycling Facility and is commonly referred to as "Unrestricted Use Recycled Water."

B. User understands that the recycled water to be purchased and used by User is wastewater that has been reclaimed as a result of sewerage treatment operations, and is suitable only for these uses, and in those areas specified in this agreement. The quality of the recycled water sold pursuant to this Agreement shall comply in all respects with the quality criteria established by Order 96-011 for tertiary recycled water. Producer shall test the recycled water as required by the Regional Water Board to ensure that it meets the quality criteria set forth in Order 96-011. The results of this testing program shall be available to User for its review upon request at any time during Producer's normal business hours.

C. In addition to the monitoring and testing requirements of the Regional Water Board, Producer may test the recycled water delivered to User for the parameters listed in Table 1.

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# TABLE 1

Parameter	Minimum Testing Frequency	Units
Chlorine Residual	Continuous	mg/L
Turbidity (NTU)	Continuous	NTU
D.O. (oxygen)	Daily	mg/L
pH (hydrogen)	Continuous	SU
Total Coliform	Daily	MPN/100ml
Adjusted SAR	Monthly	N/A
SAR	Monthly	N/A
Aluminum	Monthly	ug/L
Ammonium-N plus	Monthly	mg/L
Arsenic	Monthly	ug/L
Boron	Monthly	mg/L
Calcium	Monthly	mg/L
Chloride	Monthly	mg/L
Chromium	Monthly	ug/L
Copper	Monthly	ug/L
Iron	Monthly	mg/L
Lead	Monthly	ug/L
Magnesium	Monthly	mg/L
Molybdenum	Monthly	ug/L
Nickel	Monthly	ug/L
Nitrate-N	Monthly	mg/L
Nitrite-N	Monthly	mg/L
Phosphorus	Monthly	mg/L
Potassium	Monthly	mg/L
Sodium	Monthly	mg/L
Sulfate	Monthly	mg/L
TDS	Monthly	mg/L
TOC (Carbon)	Monthly	mg/L
Total Alkalinity	Monthly	mg/L
Zinc	Monthly	ug/L
Flouride	Semi-annual	mg/l
Lithium	Semi-annual	ug/L
Manganese	Semi-annual	ug/L

The tests shall be performed according to the “Standards For The Examination of Water And Wastewater” as published jointly by APHA, AWWA, and WEF latest edition.

The results of said tests shall be maintained at Producer's treatment plant and may be reviewed or a copy obtained by User by telephoning Producer. Each February an Annual Report will be prepared by the Producer that includes the test values and shall be made available upon request to User.

5. Delivery and Availability of Recycled Water;  
Interruption of Service.

A. Producer will deliver up to 20 acre-feet of recycled water from May 1<sup>st</sup> to October 31<sup>st</sup> to User through a pipeline extension from Producer's reclamation site, located at the end of Soscol Ferry Road, Napa, California, to the "Delivery Point" on or near User's Property shown on Exhibit "A". The recycled water shall be delivered to the Delivery Point between 80 and 150 pounds per square inch User shall install at its own expense a meter and pressure regulator at the Delivery Point. User hereby acknowledges that upon installation and after inspection and acceptance by the Producer, ownership of the meter shall transfer to the Producer. User may have its own irrigation pump stations and reservoirs located on the Property, to be paid for by User. User shall be responsible for the operation, maintenance and repair of any pressure regulator and the pipeline transporting the recycled water and for the recycled water from the Delivery Point to User's places of use. Producer shall be responsible for the operation, maintenance and repair of the pipeline transporting recycled water and for the recycled water to the Delivery Point. User may use water under the following conditions: no special conditions.

B. User understands that recycled water is a valuable commodity to the community, and that Producer has made reservations in its water availability policies to accommodate User's desire to use recycled water. Therefore, User understands and agrees that if User does not use recycled water, or uses only limited amounts of recycled water, User may be restricted by Producer to the amount used historically (defined as the average of the prior three calendar years) and that additional recycled water in excess of this historical use may not be available to User.

C. Producer will make good faith efforts to provide recycled water during the winter months (November through April) when desired by User, but User acknowledges and understands that the requirements of the Producer to meet its NPDES permit and other requirements imposed by the Regional Water Board, and District operational and maintenance needs, have supremacy in priority and may interfere with recycled water production, and that the risks associated with such failure to provide recycled water are completely understood and assumed by User.

D. User agrees to cooperate with Producer, at Producer's request, in the establishment of reasonable and mutually agreeable delivery schedules for the recycled water to meet specific requirements or goals related to maintenance or operating schedules, energy consumption, or reduced operating costs. User recognizes that the requests of various users may exceed the capacity of Producer's wastewater treatment plant and delivery system and that Producer therefore may need to reduce the rates of delivery at which recycled water is delivered to the various users from time to time. In the event that the Producer reduces User's requested rate of delivery, Producer shall use its best efforts to restore the requested rate of delivery as soon as possible and provide User with that amount of water it would have received had its rate of delivery not been reduced.

E. Producer has the right to restrict water delivery to specific days or hours of the day to maintain water pressure, system capacity, or other operational considerations, including to reduce operating costs.

F. Producer shall use its best efforts to ensure that service to User is provided consistent with the established delivery schedules, and User shall use its best efforts to accept recycled water as provided herein. However, both parties acknowledge that Producer's supply and delivery of recycled water and User's ability to take delivery of said water may occasionally be interrupted or curtailed due to Acts of God, power failures, accident, fire, strikes, riots, war, facility failures, facility improvements, inspection, maintenance and repairs of plant, distribution system

and/or equipment, actions or decisions by a governmental agency, or any condition outside of a party's control. Each party shall not be liable to the other for damages arising out of interruption or curtailment of service for these reasons. Insofar as feasible, the party whose performance hereunder is affected by such condition shall give the other party at least 72 hours advance notice of a temporary discontinuance or reduction in its delivery (in the case of Producer) or in its acceptance (in the case of User) of recycled water, except in the case of emergency, in which case notice need not be given.

**G. Conditions of Recycled Water Shortage.** User agrees and understands that weather patterns and other factors have a direct impact on the availability of the recycled water. Producer will make every effort to provide water at the quantities desired by the User, but Producer makes no guarantees of water availability.

(1) Whenever the Producer believes that weather conditions will produce a condition where the Producer's influent quantity and/or water storage is inadequate to meet projected demand for recycled water, the Producer shall declare that such conditions exist through a Declaration of Recycled Water Shortage.

(2) When a Declaration of Recycled Water Shortage is made by the Producer, User agrees to limit its use of recycled water to the limits established by the Producer in this agreement. User understands that this limit may be lower than the User's historical recycled water usage.

(3) When a Declaration of Recycled Water Shortage is made by the Producer, User shall be subject to the rates for recycled water established by the Producer in the Declaration and acknowledges that rates may be higher than those normally in place as established by ordinance or District Code.

(4) In years of Recycled Water shortage, the water allocation for all users will be reduced by a percentage amount applied to all Users equally.

6. Measurement of Delivered Recycled Water.

All recycled water delivered pursuant to this Agreement shall be measured by the Producer at the meter located at the Delivery Point. Producer shall own, inspect, operate, maintain, repair and replace the measuring equipment. All determinations relative to the measuring of recycled water shall be made by the Producer. Upon request by User, the accuracy of a measurement shall be investigated by the Producer and any error appearing therein shall be adjusted. User may inspect such measuring equipment for the purpose of determining the accuracy thereof.

7. Monitoring Reports.

User shall fill out monitoring reports on the form prescribed by the Producer on a weekly basis or as otherwise required by the Producer and submit them to Producer by the fifth (5th) day of each month with respect to the immediately preceding month. Excessive loss of recycled water off-site by spray or runoff shall be fully reported by User and such reports shall state what corrective action(s) have been taken to prevent the violation from occurring again.

8. User's Rights to Recycled Water Nontransferable.

User's rights to recycled water deliveries hereunder are not transferable or assignable, without the express written consent of the District. User shall not sell, give, transfer or distribute any of the recycled water purchased by it pursuant to this Agreement to any other party for any use, and User shall be the sole party using the recycled water.

9. Hold Harmless and Indemnification.

Each party hereto agrees to protect, indemnify, defend and hold harmless the other party and its directors, officers, employees, agents, successors and assigns from and

against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including without limitation reasonable attorneys' fees and costs and all foreseeable, unforeseeable and consequential damages) asserted against, resulting to, imposed upon or incurred by said other party by reason of the first party's breach of any provisions of this Agreement or the Order. This indemnification shall survive the termination of this Agreement.

10. Notices.

Any notice, action, or demand by either party to the other in connection with this Agreement shall be deemed to have been fully given or made when such notice, action, or demand is written and deposited in a sealed envelope postage prepaid, and addressed as designated at the end of this Agreement. Either party may change its address by giving the other party written notice of its new address as herein provided.

11. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless contained in a subsequent written modification signed by both parties.

12. Amendments.

This Agreement may not be amended except by a written instrument that is signed by both parties, except as provided in Section 3 (D) of this agreement.

13. Interpretation.

This Agreement shall be construed, interpreted, and applied according to the laws of the State of California.

14. Successors.

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; but only to the extent that User has complied with paragraph 8 hereof.

15. Attorneys' Fees.

If either party commences an action at law or in equity, arbitration or other proceeding against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of such proceeding, in addition to any other amounts which may be awarded.

16. Severability.

If any clause or provision of the Agreement is or becomes illegal, invalid, or unenforceable because of present or future laws, or any rules or regulations of any governmental body or entity, effective during its term, the intention of the parties is that the remaining parts of this Agreement shall remain in full force and effect if the fundamental purpose of the Agreement is not destroyed.

17. Covenants Running with the Land.

User declares that its covenants and obligations specified in this Agreement constitute covenants running with the land within the meaning of California Civil Code Section 1468, shall benefit the treatment works and lands of Producer, and shall burden the real property described in Exhibit "A" attached hereto and incorporated herein by reference.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

In Witness Whereof, this Agreement is entered into as of the date first above written.

**Producer:**

**Address:**

Napa Sanitation District

Napa Sanitation District  
1515 Soscol Ferry Road  
Napa, CA 94558

By : \_\_\_\_\_  
Authorized Signer

**User:**

**Address:**

Napa County

1195 Third Street  
Napa, CA 94558

**Service Address:**

2751 Napa Valley Corporate Drive

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
BELIA RAMOS, Chair  
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>March 1, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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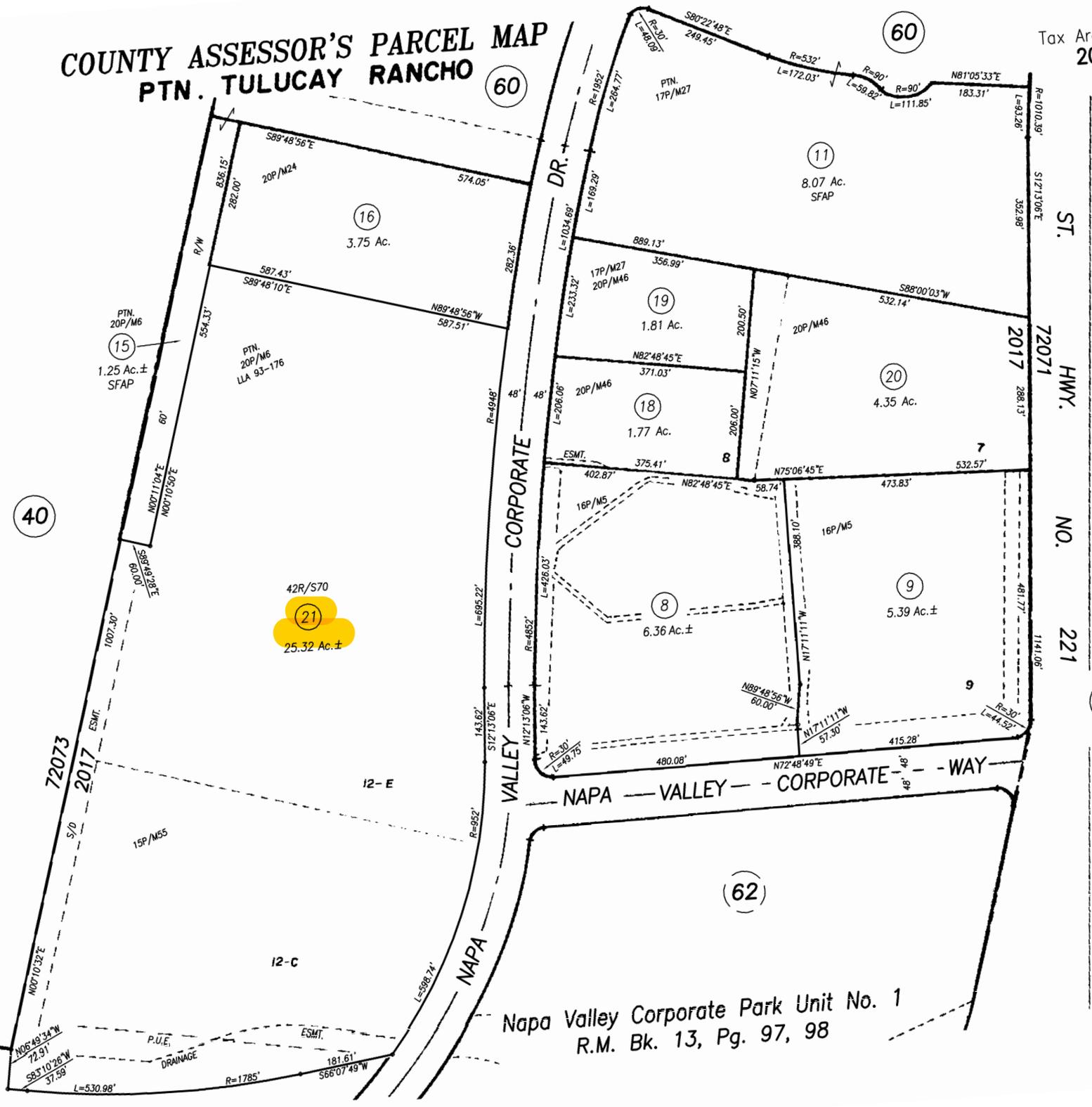
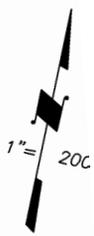
# COUNTY ASSESSOR'S PARCEL MAP

## PTN. TULUCAY RANCHO

60

Tax Area Code  
2017

46-  
PTN. 4



NOTE: This Map Was Prepared For Assessment Purposes Only, No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

Napa Valley Corporate Park Unit No. 1  
R.M. Bk. 13, Pg. 97, 98

Assessor of Napa
610-21 RS
REVISION

1984

46

# EXHIBIT “B-1”

## Order 96-011

**Order 96-011  
California Regional Water Quality Control Board  
San Francisco Bay Region**

The Order can be downloaded at:

[http://www.waterboards.ca.gov/sanfranciscobay/water\\_issues/programs/planningtmdls/basinplan/web/res/order96-011.pdf](http://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/planningtmdls/basinplan/web/res/order96-011.pdf)

# EXHIBIT “B-2”

## General Order 2016-0068-DWQ

**Order 2016-0068-DWQ  
California Regional Water Quality Control Board  
San Francisco Bay Region**

The Order can be downloaded at:

[https://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2016/wqo2016\\_0068\\_ddw.pdf](https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2016/wqo2016_0068_ddw.pdf)

# EXHIBIT “C”

## Recycled Water Users Guide

The Napa Sanitation District Recycled Water Users Guide can be downloaded from the District’s website at:

<http://www.napasan.com/Pages/ContentMenu.aspx?id=109>

**AGREEMENT FOR THE PURCHASE AND SALE OF RECYCLED WATER  
(METERED SERVICE)**

This Agreement is made and entered into in Napa, California, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between NAPA SANITATION DISTRICT, a special district of the State of California (Producer), and Napa County Sheriff (User), and provides as follows:

RECITALS:

A. Producer owns and operates a wastewater treatment plant in Napa County, California, which is in the San Francisco Bay Region of the California Regional Water Quality Control Board (the Regional Water Board), and collects and treats wastewater, discharges treated wastewater to the Napa River and recycles wastewater generated within Producer's service area.

B. User owns approximately 3.16 acres of land in Napa County, California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, which land has been improved with Landscaping. (Property).

C. Producer employs wastewater reclamation as a means of promoting beneficial reuse of limited water resources.

D. Producer is authorized to sell recycled water, pursuant to Order 96-011 adopted by the Regional Water Board on January 17, 1996, together with all attachments thereto.

E. User is interested in purchasing recycled water from Producer for use in irrigation, to be used and applied only in such ways as are specifically permitted.

F. Producer desires to sell to User, and User desires to purchase from Producer, recycled water on the terms and conditions hereinafter set forth.

AGREEMENT:

1. Term. This Agreement shall become effective on the date first above written and shall remain in effect through December 31, 2027.

2. Purchase Price; Payment.

A. From the commencement of delivery of recycled water through the end of the contract term, the cost of recycled water shall be as established by the Board of the Napa Sanitation District, and as adjusted from time to time by the Board of the Napa Sanitation District. It is understood that the Producer intends to adjust the cost of recycled water annually for inflation and as necessary to recover the costs of recycled water production, distribution, and system maintenance and repair.

B. User shall be billed monthly or bimonthly, and payment shall be due and payable within thirty (30) days of the date of the invoice. Interest shall accrue on any amount not paid within thirty (30) days of the date of the invoice at the rate of one (1%) percent per month. If User fails to pay any amount due within ninety (90) days of the date of an invoice, Producer may at its option suspend deliveries of recycled water until the account is brought current.

3. Compliance With Water Quality Control Board Order 96-011; Compliance With Requirements of Producer.

A. Producer and User shall comply with all of the provisions and requirements of Order 96-011 adopted by the California Regional Water Quality Control Board, San Francisco Bay Region on January 17, 1996, and all attachments and amendments thereto and reissuance thereof. A copy of Order 96-011 is

attached hereto as Exhibit “B” and incorporated herein by this reference. User acknowledges to Producer that User is aware that the water sold pursuant to this Agreement is recycled water to be used for only specified and limited uses, that User has received a copy of Order 96-011 attached as Exhibit “B-1” to this Agreement, that User is familiar with and understands all of the provisions and requirements contained in Order 96-011 and that those provisions and requirements are reasonable, and that User covenants and warrants that it shall comply with all the provisions and requirements of Order 96-011 in the purchase and use of the recycled water.

B. Producer and User shall comply with all of the provisions and requirements of General Order 2016-0068-DWQ adopted by the California State Water Quality Control Board. Producer and User acknowledge that recycled water use may be covered by Order 2016-0068-DWQ in the future. A copy of Order 2016-0068-DWQ is attached hereto as Exhibit “B-2” and incorporated herein by this reference. User acknowledges to Producer that User is aware that the water sold pursuant to this Agreement is recycled water to be used for only specified and limited uses, that User has received a copy of Order 2016-0068-DWQ attached as Exhibit “B-2” to this Agreement, that User is familiar with and understands all of the provisions and requirements contained in Order 2016-0068-DWQ and that those provisions and requirements are reasonable, and that User covenants and warrants that it shall comply with all the provisions and requirements of Order 2016-0068-DWQ, when applicable, in the purchase and use of the recycled water.

C. User also shall comply with all of the additional provisions and requirements established by Producer, in the purchase and use of the recycled water, which are set forth in the Producer’s Water Reuse Program Manual, Exhibit “C”, attached hereto and incorporated herein by this reference.

D. User shall use the recycled water delivered hereunder only for those uses authorized herein, in Order 96-011, in the Water Reuse Program Manual, and

in District Code, with all infrastructure for recycled water constructed according to the District's Standard Specifications for recycled water improvements.

E. User acknowledges that the Producer is subject to changes in federal law, state law, regulations and requirements, and that these changes may conflict with the terms of this agreement. In the event that the agreement is not in compliance with current law, regulations or requirements, the User agrees to accept a modification to this agreement that incorporates necessary changes to maintain compliance with these requirements.

#### 4. Quality of Recycled Water Sold.

A. User understands that the recycled water that will be delivered to User hereunder has undergone a tertiary treatment process at Producer's Soscol Water Recycling Facility and is commonly referred to as "Unrestricted Use Recycled Water."

B. User understands that the recycled water to be purchased and used by User is wastewater that has been reclaimed as a result of sewerage treatment operations, and is suitable only for these uses, and in those areas specified in this agreement. The quality of the recycled water sold pursuant to this Agreement shall comply in all respects with the quality criteria established by Order 96-011 for tertiary recycled water. Producer shall test the recycled water as required by the Regional Water Board to ensure that it meets the quality criteria set forth in Order 96-011. The results of this testing program shall be available to User for its review upon request at any time during Producer's normal business hours.

C. In addition to the monitoring and testing requirements of the Regional Water Board, Producer may test the recycled water delivered to User for the parameters listed in Table 1.

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# TABLE 1

Parameter	Minimum Testing Frequency	Units
Chlorine Residual	Continuous	mg/L
Turbidity (NTU)	Continuous	NTU
D.O. (oxygen)	Daily	mg/L
pH (hydrogen)	Continuous	SU
Total Coliform	Daily	MPN/100ml
Adjusted SAR	Monthly	N/A
SAR	Monthly	N/A
Aluminum	Monthly	ug/L
Ammonium-N plus	Monthly	mg/L
Arsenic	Monthly	ug/L
Boron	Monthly	mg/L
Calcium	Monthly	mg/L
Chloride	Monthly	mg/L
Chromium	Monthly	ug/L
Copper	Monthly	ug/L
Iron	Monthly	mg/L
Lead	Monthly	ug/L
Magnesium	Monthly	mg/L
Molybdenum	Monthly	ug/L
Nickel	Monthly	ug/L
Nitrate-N	Monthly	mg/L
Nitrite-N	Monthly	mg/L
Phosphorus	Monthly	mg/L
Potassium	Monthly	mg/L
Sodium	Monthly	mg/L
Sulfate	Monthly	mg/L
TDS	Monthly	mg/L
TOC (Carbon)	Monthly	mg/L
Total Alkalinity	Monthly	mg/L
Zinc	Monthly	ug/L
Flouride	Semi-annual	mg/l
Lithium	Semi-annual	ug/L
Manganese	Semi-annual	ug/L

The tests shall be performed according to the “Standards For The Examination of Water And Wastewater” as published jointly by APHA, AWWA, and WEF latest edition.

The results of said tests shall be maintained at Producer's treatment plant and may be reviewed or a copy obtained by User by telephoning Producer. Each February an Annual Report will be prepared by the Producer that includes the test values and shall be made available upon request to User.

5. Delivery and Availability of Recycled Water;  
Interruption of Service.

A. Producer will deliver up to 1 acre-feet of recycled water from May 1<sup>st</sup> to October 31<sup>st</sup> to User through a pipeline extension from Producer's reclamation site, located at the end of Soscol Ferry Road, Napa, California, to the "Delivery Point" on or near User's Property shown on Exhibit "A". The recycled water shall be delivered to the Delivery Point between 80 and 150 pounds per square inch. User shall install at its own expense a meter and pressure regulator at the Delivery Point. User hereby acknowledges that upon installation and after inspection and acceptance by the Producer, ownership of the meter shall transfer to the Producer. User may have its own irrigation pump stations and reservoirs located on the Property, to be paid for by User. User shall be responsible for the operation, maintenance and repair of any pressure regulator and the pipeline transporting the recycled water and for the recycled water from the Delivery Point to User's places of use. Producer shall be responsible for the operation, maintenance and repair of the pipeline transporting recycled water and for the recycled water to the Delivery Point. User may use water under the following conditions: no special conditions.

B. User understands that recycled water is a valuable commodity to the community, and that Producer has made reservations in its water availability policies to accommodate User's desire to use recycled water. Therefore, User understands and agrees that if User does not use recycled water, or uses only limited amounts of recycled water, User may be restricted by Producer to the amount used historically (defined as the average of the prior three calendar years)

and that additional recycled water in excess of this historical use may not be available to User.

C. Producer will make good faith efforts to provide recycled water during the winter months (November through April) when desired by User, but User acknowledges and understands that the requirements of the Producer to meet its NPDES permit and other requirements imposed by the Regional Water Board, and District operational and maintenance needs, have supremacy in priority and may interfere with recycled water production, and that the risks associated with such failure to provide recycled water are completely understood and assumed by User.

D. User agrees to cooperate with Producer, at Producer's request, in the establishment of reasonable and mutually agreeable delivery schedules for the recycled water to meet specific requirements or goals related to maintenance or operating schedules, energy consumption, or reduced operating costs. User recognizes that the requests of various users may exceed the capacity of Producer's wastewater treatment plant and delivery system and that Producer therefore may need to reduce the rates of delivery at which recycled water is delivered to the various users from time to time. In the event that the Producer reduces User's requested rate of delivery, Producer shall use its best efforts to restore the requested rate of delivery as soon as possible and provide User with that amount of water it would have received had its rate of delivery not been reduced.

E. Producer has the right to restrict water delivery to specific days or hours of the day to maintain water pressure, system capacity, or other operational considerations, including to reduce operating costs.

F. Producer shall use its best efforts to ensure that service to User is provided consistent with the established delivery schedules, and User shall use its best efforts to accept recycled water as provided herein. However, both parties acknowledge that Producer's supply and delivery of recycled water and User's

ability to take delivery of said water may occasionally be interrupted or curtailed due to Acts of God, power failures, accident, fire, strikes, riots, war, facility failures, facility improvements, inspection, maintenance and repairs of plant, distribution system and/or equipment, actions or decisions by a governmental agency, or any condition outside of a party's control. Each party shall not be liable to the other for damages arising out of interruption or curtailment of service for these reasons. Insofar as feasible, the party whose performance hereunder is affected by such condition shall give the other party at least 72 hours advance notice of a temporary discontinuance or reduction in its delivery (in the case of Producer) or in its acceptance (in the case of User) of recycled water, except in the case of emergency, in which case notice need not be given.

**G. Conditions of Recycled Water Shortage.** User agrees and understands that weather patterns and other factors have a direct impact on the availability of the recycled water. Producer will make every effort to provide water at the quantities desired by the User, but Producer makes no guarantees of water availability.

(1) Whenever the Producer believes that weather conditions will produce a condition where the Producer's influent quantity and/or water storage is inadequate to meet projected demand for recycled water, the Producer shall declare that such conditions exist through a Declaration of Recycled Water Shortage.

(2) When a Declaration of Recycled Water Shortage is made by the Producer, User agrees to limit its use of recycled water to the limits established by the Producer in this agreement. User understands that this limit may be lower than the User's historical recycled water usage.

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rates may be higher than those normally in place as established by ordinance or District Code.

(4) In years of Recycled Water shortage, the water allocation for all users will be reduced by a percentage amount applied to all Users equally.

6. Measurement of Delivered Recycled Water.

All recycled water delivered pursuant to this Agreement shall be measured by the Producer at the meter located at the Delivery Point. Producer shall own, inspect, operate, maintain, repair and replace the measuring equipment. All determinations relative to the measuring of recycled water shall be made by the Producer. Upon request by User, the accuracy of a measurement shall be investigated by the Producer and any error appearing therein shall be adjusted. User may inspect such measuring equipment for the purpose of determining the accuracy thereof.

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User shall fill out monitoring reports on the form prescribed by the Producer on a weekly basis or as otherwise required by the Producer and submit them to Producer by the fifth (5th) day of each month with respect to the immediately preceding month. Excessive loss of recycled water off-site by spray or runoff shall be fully reported by User and such reports shall state what corrective action(s) have been taken to prevent the violation from occurring again.

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9. Hold Harmless and Indemnification.

Each party hereto agrees to protect, indemnify, defend and hold harmless the other party and its directors, officers, employees, agents, successors and assigns from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including without limitation reasonable attorneys' fees and costs and all foreseeable, unforeseeable and consequential damages) asserted against, resulting to, imposed upon or incurred by said other party by reason of the first party's breach of any provisions of this Agreement or the Order. This indemnification shall survive the termination of this Agreement.

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**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

In Witness Whereof, this Agreement is entered into as of the date first above written.

**Producer:**

**Address:**

Napa Sanitation District

Napa Sanitation District  
1515 Soscol Ferry Road  
Napa, CA 94558

By : \_\_\_\_\_  
Authorized Signer

**User:**

**Address:**

Napa County Sheriff

1195 3rd Street  
Napa, CA 94558

**Service Address:**

1535 Airport Blvd.

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
BELIA RAMOS, Chair  
Board of Supervisors

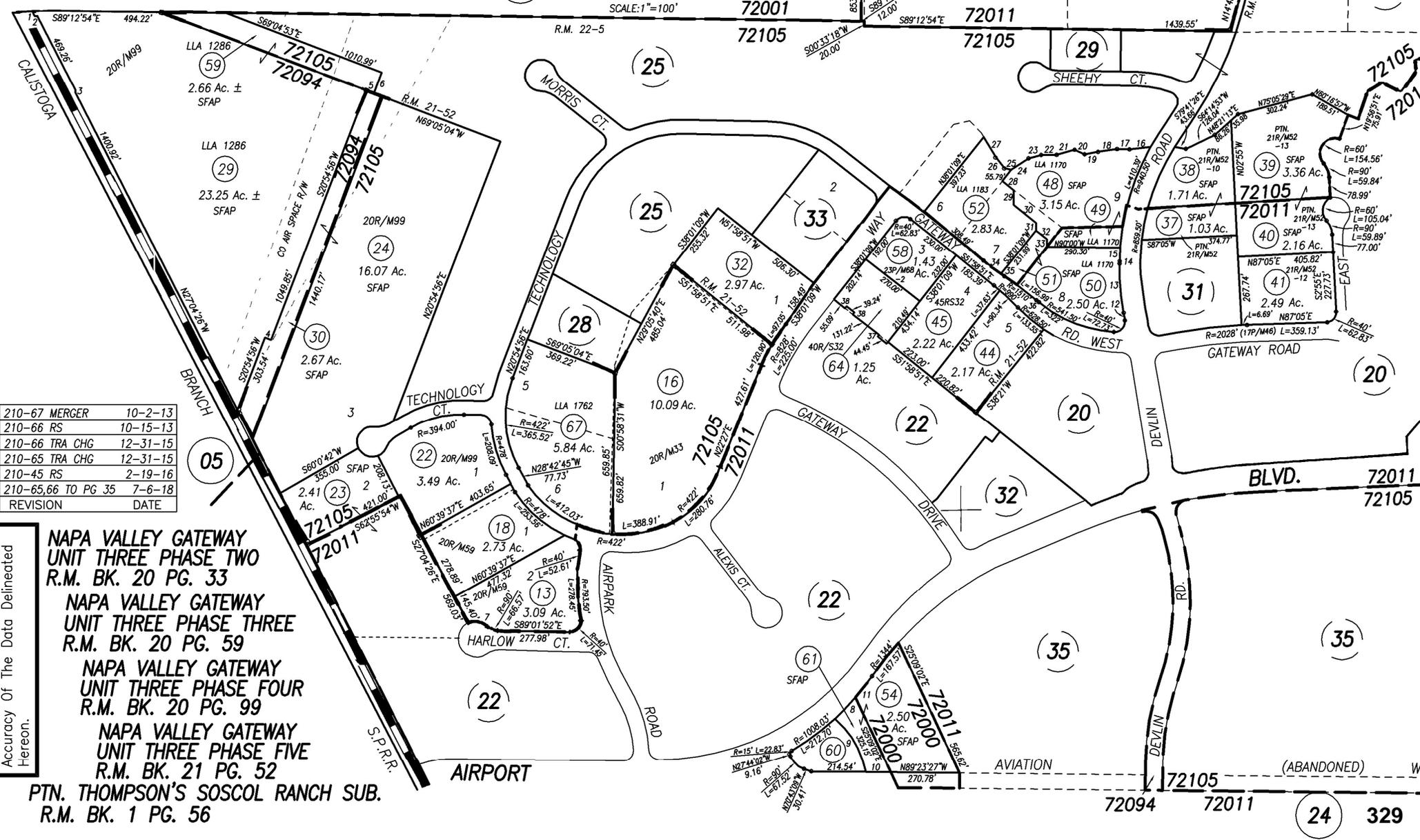
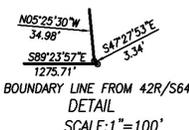
<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>March 1, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# COUNTY ASSESSOR'S PARCEL MAP

PTN. SEC. 1 & 2  
T.4N., R.4W., M.D.B.&M.

Tax Area Code  
72000, 72011  
72094, 72105

1.	N27°04'26"W	22.62'	17.	N88°15'55"W	48.93'			
2.	N89°12'54"W	11.31'	18.	N81°32'34"E	75.69'			
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210-65,66 TO PG 35	7-6-18
REVISION	DATE

**NAPA VALLEY GATEWAY  
UNIT THREE PHASE TWO  
R.M. BK. 20 PG. 33**

**NAPA VALLEY GATEWAY  
UNIT THREE PHASE THREE  
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Liability is Assumed For the Accuracy Of The Data Delineated Hereon.

# EXHIBIT “B-1”

## Order 96-011

**Order 96-011  
California Regional Water Quality Control Board  
San Francisco Bay Region**

The Order can be downloaded at:

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# EXHIBIT “B-2”

## General Order 2016-0068-DWQ

**Order 2016-0068-DWQ  
California Regional Water Quality Control Board  
San Francisco Bay Region**

The Order can be downloaded at:

[https://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2016/wqo2016\\_0068\\_ddw.pdf](https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2016/wqo2016_0068_ddw.pdf)

# EXHIBIT “C”

## Recycled Water Users Guide

The Napa Sanitation District Recycled Water Users Guide can be downloaded from the District’s website at:

<http://www.napasan.com/Pages/ContentMenu.aspx?id=109>

**AGREEMENT FOR THE PURCHASE AND SALE OF RECYCLED WATER  
(METERED SERVICE)**

This Agreement is made and entered into in Napa, California, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between NAPA SANITATION DISTRICT, a special district of the State of California (Producer), and Napa County Fire station (User), and provides as follows:

RECITALS:

A. Producer owns and operates a wastewater treatment plant in Napa County, California, which is in the San Francisco Bay Region of the California Regional Water Quality Control Board (the Regional Water Board), and collects and treats wastewater, discharges treated wastewater to the Napa River and recycles wastewater generated within Producer's service area.

B. User owns approximately .89 acres of land in Napa County, California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, which land has been improved with Landscaping. (Property).

C. Producer employs wastewater reclamation as a means of promoting beneficial reuse of limited water resources.

D. Producer is authorized to sell recycled water, pursuant to Order 96-011 adopted by the Regional Water Board on January 17, 1996, together with all attachments thereto.

E. User is interested in purchasing recycled water from Producer for use in irrigation, to be used and applied only in such ways as are specifically permitted.

F. Producer desires to sell to User, and User desires to purchase from Producer, recycled water on the terms and conditions hereinafter set forth.

AGREEMENT:

1. Term. This Agreement shall become effective on the date first above written and shall remain in effect through December 31, 2027.

2. Purchase Price; Payment.

A. From the commencement of delivery of recycled water through the end of the contract term, the cost of recycled water shall be as established by the Board of the Napa Sanitation District, and as adjusted from time to time by the Board of the Napa Sanitation District. It is understood that the Producer intends to adjust the cost of recycled water annually for inflation and as necessary to recover the costs of recycled water production, distribution, and system maintenance and repair.

B. User shall be billed monthly or bimonthly, and payment shall be due and payable within thirty (30) days of the date of the invoice. Interest shall accrue on any amount not paid within thirty (30) days of the date of the invoice at the rate of one (1%) percent per month. If User fails to pay any amount due within ninety (90) days of the date of an invoice, Producer may at its option suspend deliveries of recycled water until the account is brought current.

3. Compliance With Water Quality Control Board Order 96-011; Compliance With Requirements of Producer.

A. Producer and User shall comply with all of the provisions and requirements of Order 96-011 adopted by the California Regional Water Quality Control Board, San Francisco Bay Region on January 17, 1996, and all attachments and amendments thereto and reissuance thereof. A copy of Order 96-011 is attached hereto as Exhibit "B" and incorporated herein by this reference. User acknowledges to Producer that User is aware that the water sold pursuant to this

Agreement is recycled water to be used for only specified and limited uses, that User has received a copy of Order 96-011 attached as Exhibit "B-1" to this Agreement, that User is familiar with and understands all of the provisions and requirements contained in Order 96-011 and that those provisions and requirements are reasonable, and that User covenants and warrants that it shall comply with all the provisions and requirements of Order 96-011 in the purchase and use of the recycled water.

B. Producer and User shall comply with all of the provisions and requirements of General Order 2016-0068-DWQ adopted by the California State Water Quality Control Board. Producer and User acknowledge that recycled water use may be covered by Order 2016-0068-DWQ in the future. A copy of Order 2016-0068-DWQ is attached hereto as Exhibit "B-2" and incorporated herein by this reference. User acknowledges to Producer that User is aware that the water sold pursuant to this Agreement is recycled water to be used for only specified and limited uses, that User has received a copy of Order 2016-0068-DWQ attached as Exhibit "B-2" to this Agreement, that User is familiar with and understands all of the provisions and requirements contained in Order 2016-0068-DWQ and that those provisions and requirements are reasonable, and that User covenants and warrants that it shall comply with all the provisions and requirements of Order 2016-0068-DWQ, when applicable, in the purchase and use of the recycled water.

C. User also shall comply with all of the additional provisions and requirements established by Producer, in the purchase and use of the recycled water, which are set forth in the Producer's Water Reuse Program Manual, Exhibit "C", attached hereto and incorporated herein by this reference.

D. User shall use the recycled water delivered hereunder only for those uses authorized herein, in Order 96-011, in the Water Reuse Program Manual, and in District Code, with all infrastructure for recycled water constructed according to the District's Standard Specifications for recycled water improvements.

E. User acknowledges that the Producer is subject to changes in federal law, state law, regulations and requirements, and that these changes may conflict with the terms of this agreement. In the event that the agreement is not in compliance with current law, regulations or requirements, the User agrees to accept a modification to this agreement that incorporates necessary changes to maintain compliance with these requirements.

4. Quality of Recycled Water Sold.

A. User understands that the recycled water that will be delivered to User hereunder has undergone a tertiary treatment process at Producer's Soscol Water Recycling Facility and is commonly referred to as "Unrestricted Use Recycled Water."

B. User understands that the recycled water to be purchased and used by User is wastewater that has been reclaimed as a result of sewerage treatment operations, and is suitable only for these uses, and in those areas specified in this agreement. The quality of the recycled water sold pursuant to this Agreement shall comply in all respects with the quality criteria established by Order 96-011 for tertiary recycled water. Producer shall test the recycled water as required by the Regional Water Board to ensure that it meets the quality criteria set forth in Order 96-011. The results of this testing program shall be available to User for its review upon request at any time during Producer's normal business hours.

C. In addition to the monitoring and testing requirements of the Regional Water Board, Producer may test the recycled water delivered to User for the parameters listed in Table 1.

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# TABLE 1

Parameter	Minimum Testing Frequency	Units
Chlorine Residual	Continuous	mg/L
Turbidity (NTU)	Continuous	NTU
D.O. (oxygen)	Daily	mg/L
pH (hydrogen)	Continuous	SU
Total Coliform	Daily	MPN/100ml
Adjusted SAR	Monthly	N/A
SAR	Monthly	N/A
Aluminum	Monthly	ug/L
Ammonium-N plus	Monthly	mg/L
Arsenic	Monthly	ug/L
Boron	Monthly	mg/L
Calcium	Monthly	mg/L
Chloride	Monthly	mg/L
Chromium	Monthly	ug/L
Copper	Monthly	ug/L
Iron	Monthly	mg/L
Lead	Monthly	ug/L
Magnesium	Monthly	mg/L
Molybdenum	Monthly	ug/L
Nickel	Monthly	ug/L
Nitrate-N	Monthly	mg/L
Nitrite-N	Monthly	mg/L
Phosphorus	Monthly	mg/L
Potassium	Monthly	mg/L
Sodium	Monthly	mg/L
Sulfate	Monthly	mg/L
TDS	Monthly	mg/L
TOC (Carbon)	Monthly	mg/L
Total Alkalinity	Monthly	mg/L
Zinc	Monthly	ug/L
Flouride	Semi-annual	mg/l
Lithium	Semi-annual	ug/L
Manganese	Semi-annual	ug/L

The tests shall be performed according to the “Standards For The Examination of Water And Wastewater” as published jointly by APHA, AWWA, and WEF latest edition.

The results of said tests shall be maintained at Producer's treatment plant and may be reviewed or a copy obtained by User by telephoning Producer. Each February an Annual Report will be prepared by the Producer that includes the test values and shall be made available upon request to User.

5. Delivery and Availability of Recycled Water;  
Interruption of Service.

A. Producer will deliver up to 2 acre-feet of recycled water from May 1<sup>st</sup> to October 31<sup>st</sup> to User through a pipeline extension from Producer's reclamation site, located at the end of Soscol Ferry Road, Napa, California, to the "Delivery Point" on or near User's Property shown on Exhibit "A". The recycled water shall be delivered to the Delivery Point between 80 and 150 pounds per square inch. User shall install at its own expense a meter and pressure regulator at the Delivery Point. User hereby acknowledges that upon installation and after inspection and acceptance by the Producer, ownership of the meter shall transfer to the Producer. User may have its own irrigation pump stations and reservoirs located on the Property, to be paid for by User. User shall be responsible for the operation, maintenance and repair of any pressure regulator and the pipeline transporting the recycled water and for the recycled water from the Delivery Point to User's places of use. Producer shall be responsible for the operation, maintenance and repair of the pipeline transporting recycled water and for the recycled water to the Delivery Point. User may use water under the following conditions: no special conditions.

B. User understands that recycled water is a valuable commodity to the community, and that Producer has made reservations in its water availability policies to accommodate User's desire to use recycled water. Therefore, User understands and agrees that if User does not use recycled water, or uses only limited amounts of recycled water, User may be restricted by Producer to the amount used historically (defined as the average of the prior three calendar years)

and that additional recycled water in excess of this historical use may not be available to User.

C. Producer will make good faith efforts to provide recycled water during the winter months (November through April) when desired by User, but User acknowledges and understands that the requirements of the Producer to meet its NPDES permit and other requirements imposed by the Regional Water Board, and District operational and maintenance needs, have supremacy in priority and may interfere with recycled water production, and that the risks associated with such failure to provide recycled water are completely understood and assumed by User.

D. User agrees to cooperate with Producer, at Producer's request, in the establishment of reasonable and mutually agreeable delivery schedules for the recycled water to meet specific requirements or goals related to maintenance or operating schedules, energy consumption, or reduced operating costs. User recognizes that the requests of various users may exceed the capacity of Producer's wastewater treatment plant and delivery system and that Producer therefore may need to reduce the rates of delivery at which recycled water is delivered to the various users from time to time. In the event that the Producer reduces User's requested rate of delivery, Producer shall use its best efforts to restore the requested rate of delivery as soon as possible and provide User with that amount of water it would have received had its rate of delivery not been reduced.

E. Producer has the right to restrict water delivery to specific days or hours of the day to maintain water pressure, system capacity, or other operational considerations, including to reduce operating costs.

F. Producer shall use its best efforts to ensure that service to User is provided consistent with the established delivery schedules, and User shall use its best efforts to accept recycled water as provided herein. However, both parties acknowledge that Producer's supply and delivery of recycled water and User's

ability to take delivery of said water may occasionally be interrupted or curtailed due to Acts of God, power failures, accident, fire, strikes, riots, war, facility failures, facility improvements, inspection, maintenance and repairs of plant, distribution system and/or equipment, actions or decisions by a governmental agency, or any condition outside of a party's control. Each party shall not be liable to the other for damages arising out of interruption or curtailment of service for these reasons. Insofar as feasible, the party whose performance hereunder is affected by such condition shall give the other party at least 72 hours advance notice of a temporary discontinuance or reduction in its delivery (in the case of Producer) or in its acceptance (in the case of User) of recycled water, except in the case of emergency, in which case notice need not be given.

**G. Conditions of Recycled Water Shortage.** User agrees and understands that weather patterns and other factors have a direct impact on the availability of the recycled water. Producer will make every effort to provide water at the quantities desired by the User, but Producer makes no guarantees of water availability.

(1) Whenever the Producer believes that weather conditions will produce a condition where the Producer's influent quantity and/or water storage is inadequate to meet projected demand for recycled water, the Producer shall declare that such conditions exist through a Declaration of Recycled Water Shortage.

(2) When a Declaration of Recycled Water Shortage is made by the Producer, User agrees to limit its use of recycled water to the limits established by the Producer in this agreement. User understands that this limit may be lower than the User's historical recycled water usage.

(3) When a Declaration of Recycled Water Shortage is made by the Producer, User shall be subject to the rates for recycled water established by the Producer in the Declaration and acknowledges that

rates may be higher than those normally in place as established by ordinance or District Code.

(4) In years of Recycled Water shortage, the water allocation for all users will be reduced by a percentage amount applied to all Users equally.

6. Measurement of Delivered Recycled Water.

All recycled water delivered pursuant to this Agreement shall be measured by the Producer at the meter located at the Delivery Point. Producer shall own, inspect, operate, maintain, repair and replace the measuring equipment. All determinations relative to the measuring of recycled water shall be made by the Producer. Upon request by User, the accuracy of a measurement shall be investigated by the Producer and any error appearing therein shall be adjusted. User may inspect such measuring equipment for the purpose of determining the accuracy thereof.

7. Monitoring Reports.

User shall fill out monitoring reports on the form prescribed by the Producer on a weekly basis or as otherwise required by the Producer and submit them to Producer by the fifth (5th) day of each month with respect to the immediately preceding month. Excessive loss of recycled water off-site by spray or runoff shall be fully reported by User and such reports shall state what corrective action(s) have been taken to prevent the violation from occurring again.

8. User's Rights to Recycled Water Nontransferable.

User's rights to recycled water deliveries hereunder are not transferable or assignable, without the express written consent of the District. User shall not sell, give, transfer or distribute any of the recycled water purchased by it pursuant to this Agreement to any other party for any use, and User shall be the sole party using the recycled water.

9. Hold Harmless and Indemnification.

Each party hereto agrees to protect, indemnify, defend and hold harmless the other party and its directors, officers, employees, agents, successors and assigns from and against any and all actual or potential claims, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including without limitation reasonable attorneys' fees and costs and all foreseeable, unforeseeable and consequential damages) asserted against, resulting to, imposed upon or incurred by said other party by reason of the first party's breach of any provisions of this Agreement or the Order. This indemnification shall survive the termination of this Agreement.

10. Notices.

Any notice, action, or demand by either party to the other in connection with this Agreement shall be deemed to have been fully given or made when such notice, action, or demand is written and deposited in a sealed envelope postage prepaid, and addressed as designated at the end of this Agreement. Either party may change its address by giving the other party written notice of its new address as herein provided.

11. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless contained in a subsequent written modification signed by both parties.

12. Amendments.

This Agreement may not be amended except by a written instrument that is signed by both parties, except as provided in Section 3 (D) of this agreement.

13. Interpretation.

This Agreement shall be construed, interpreted, and applied according to the laws of the State of California.

14. Successors.

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; but only to the extent that User has complied with paragraph 8 hereof.

15. Attorneys' Fees.

If either party commences an action at law or in equity, arbitration or other proceeding against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of such proceeding, in addition to any other amounts which may be awarded.

16. Severability.

If any clause or provision of the Agreement is or becomes illegal, invalid, or unenforceable because of present or future laws, or any rules or regulations of any governmental body or entity, effective during its term, the intention of the parties is that the remaining parts of this Agreement shall remain in full force and effect if the fundamental purpose of the Agreement is not destroyed.

17. Covenants Running with the Land.

User declares that its covenants and obligations specified in this Agreement constitute covenants running with the land within the meaning of California Civil Code Section 1468, shall benefit the treatment works and lands of Producer, and shall burden the real property described in Exhibit "A" attached hereto and incorporated herein by reference.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**In Witness Whereof, this Agreement is entered into as of the date first above written.**

**Producer:**

**Address:**

Napa Sanitation District

Napa Sanitation District  
1515 Soscol Ferry Road  
Napa, CA 94558

By : \_\_\_\_\_  
Authorized Signer

**User:**

**Address:**

Napa County Fire station

1195 3rd Street  
Napa, CA 94558

**Service Address:**

1555 Airport Blvd

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
BELIA RAMOS, Chair  
Board of Supervisors

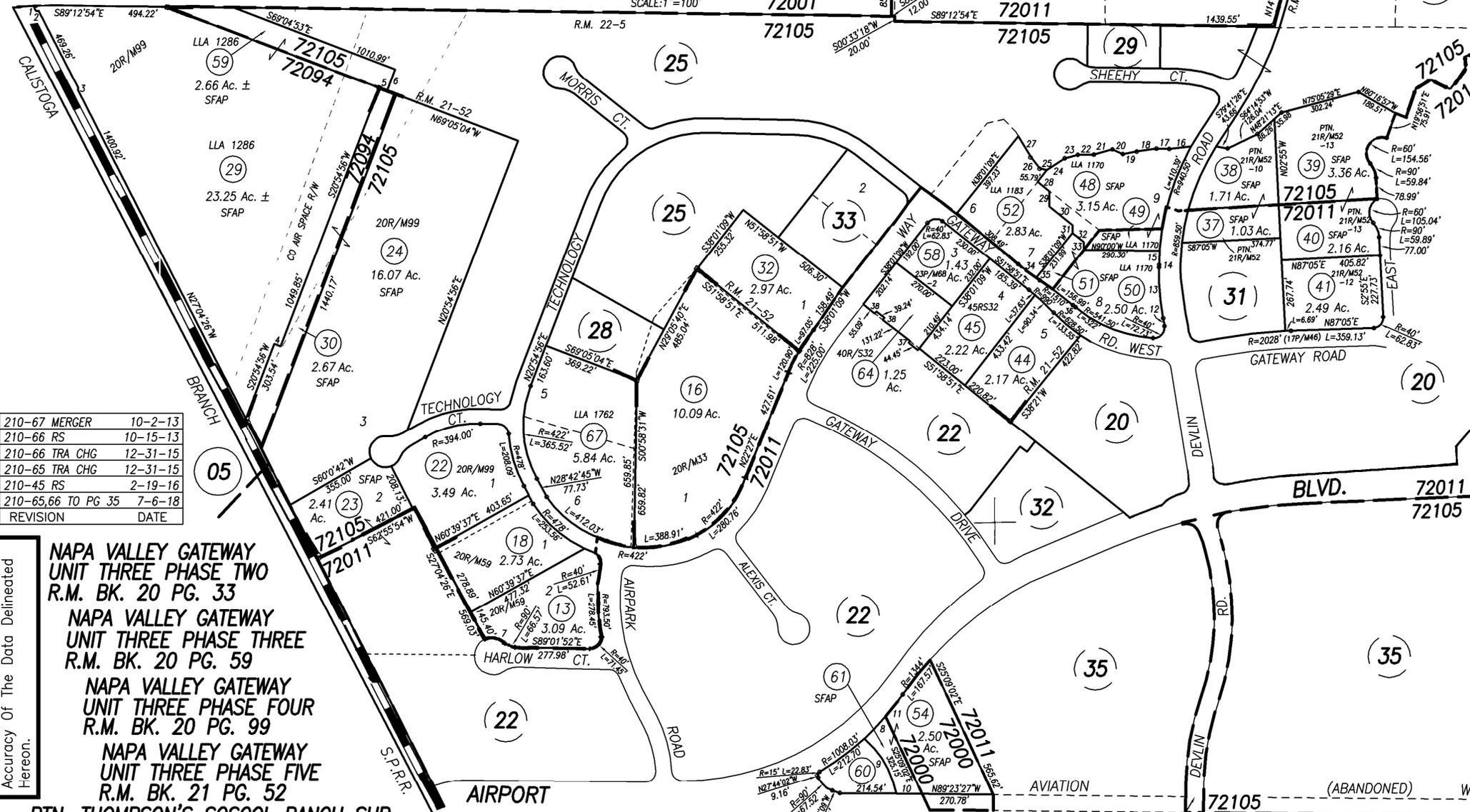
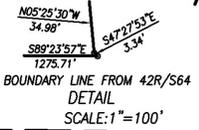
<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>March 1, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# EXHIBIT “B-2”

## General Order 2016-0068-DWQ

**Order 2016-0068-DWQ  
California Regional Water Quality Control Board  
San Francisco Bay Region**

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# EXHIBIT “C”

## Recycled Water Users Guide

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<http://www.napasan.com/Pages/ContentMenu.aspx?id=109>



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0426

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**TO:** Board of Supervisors  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** Kerry Whitney, Risk & Emergency Services Manager  
**SUBJECT:** Adoption of a Self-Insured Retention Policy

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### **RECOMMENDATION**

Interim County Executive Officer and Risk & Emergency Services Manager request adoption of a resolution adding Section 8M to Part I of the Napa County Policy Manual establishing Self-Insured Retention levels for insurance purposes.

### **EXECUTIVE SUMMARY**

The County has been self-insured since 1984 for general liability and workers' compensation claims. The Self-Insured Retention (SIR) has not been adjusted from \$300,000 per claim level set at program inception. An actuarial review was prepared, and the recommendation is to increase the SIR to \$500,000. The additional claims cost is estimated at \$299,000 annually and the excess insurance premium savings are estimated at \$572,000 annually, resulting in net savings of \$273,000 annually. The other claim types are recommended to remain at the previously established SIR levels.

The proposed resolution will add Section 8M to Part I of the Napa County Policy Manual, to memorialize the Self-Insured Retention levels approved by the Board of Supervisors.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The JPA requires a board action to modify the SIR.
Future fiscal impact:	The County assumes additional risk based on actuarial study.
Consequences if not approved:	The SIR will remain at its current level and premium savings will not be recognized.

County Strategic Plan pillar addressed: Effective and Open Government

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed activity is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), as an organizational or administrative activity that will not result in direct or indirect physical changes in the environment, and therefore CEQA is not applicable.

### **BACKGROUND AND DISCUSSION**

The County has been self-insured since 1984 for general liability and workers' compensation claims. The Self-Insured Retention (SIR) has not been adjusted from \$300,000 per claim level set at program inception. An actuarial review was prepared, and the recommendation is to increase the SIR to \$500,000. The additional claims cost is estimated at \$299,000 annually and the excess insurance premium savings are estimated at \$572,000 annually, resulting in net savings of \$273,000 annually. The other claim types are recommended to remain at the previously established SIR levels.

The proposed resolution will add Section 8M to Part I of the Napa County Policy Manual, to memorialize the Self-Insured Retention levels approved by the Board of Supervisors.

**NAPA COUNTY RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, AMENDING COUNTY POLICY MANUAL  
PART I, TO ADD SECTION 8M REGARDING SELF-INSURED  
RETENTION**

**WHEREAS**, Napa County manages its exposure to risk by annually purchasing general liability, worker's compensation, and other insurance policies; and

**WHEREAS**, the County has reduced premiums by retaining an amount of first-dollar exposure per claim, known as Self-Insured Retention; and

**WHEREAS**, the County recently conducted an actuarial review, which recommends the County increase its Self-Insured Retention for general liability from \$300,000 to \$500,000; and

**WHEREAS**, the County desires to memorialize the amount of Self-Insured Retention approved by the Board of Supervisors for various insurance policies in the Napa County Policy Manual;

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors, that new Section 8M entitled "Napa County Board of Supervisors Self-Insured Retention Policy," attached hereto and incorporated by reference, and the self-insured retention levels set forth in Section 8M, are hereby approved.

**BE IT FURTHER RESOLVED**, that the Clerk of the Board is directed to add Section 8M to Part I of the Napa County Policy Manual.

*[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 28th day of March, 2023, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_

ABSTAIN: SUPERVISORS \_\_\_\_\_

ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 BELIA RAMOS, Chair of the  
 Board of Supervisors

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u>          Deputy County Counsel</p> <p>Date: <u>March 10, 2023</u>          PL Doc. No. 88019</p>	<p>APPROVED BY THE NAPA COUNTY          BOARD OF SUPERVISORS</p> <p>Date: _____          Processed By: _____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**Adopted March 28, 2023; Resolution No. 2023-xx**

**NAPA COUNTY BOARD OF SUPERVISORS  
SELF-INSURED RETENTION POLICY**

**SECTION 1. POLICY**

The Board of Supervisors sets the Self-Insured Retention levels for insurance coverages.

**SECTION 2. BACKGROUND**

The County manages its exposure to risk by annually purchasing general liability, worker's compensation, and other insurance policies. The County is a member of PRISM, a joint powers authority insurance pool. Pool membership allows the County to share risk with similar local governments and to cumulatively access excess coverage. To reduce premiums, members retain the first-dollar expense or have a deductible per claim. The amount of first-dollar exposure per claim is known as Self-Insured Retention (SIR).

**SECTION 3. PERIODIC REVIEW**

Napa County has been self-insured since the mid-1980's when it is believed the SIR for General Liability was set at \$300,000. The County will periodically conduct an actuarial study to review the SIR amounts and determine if any changes are recommended.

**SECTION 4. CASH RESERVES**

To ensure funds are available for retained claims activity, the County maintains a minimum cash reserve. The County will maintain cash reserves at the 75% confidence level.

**SECTION 5. SELF-INSURED RETENTION LEVELS PER CLAIM**

The County's SIR will be set at the following amounts:

- |                         |           |
|-------------------------|-----------|
| A. Workers Compensation | \$350,000 |
| B. General Liability    | \$500,000 |
| C. Pollution            | \$250,000 |
| D. Cyber Crime          | \$100,000 |

**SECTION 6. POLICY REVISIONS**

SIR levels may be modified by revising this Policy by resolution of the Board of Supervisors.



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0271

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**TO:** Board of Supervisors  
**FROM:** Robert G. Minahen, Treasurer-Tax Collector  
**REPORT BY:** Robert G. Minahen, Treasurer-Tax Collector  
**SUBJECT:** Resolution authorizing the use and promotion of EasySmartPay, a third-party service providing taxpayers with the option to pay secured property taxes in monthly installments.

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### **RECOMMENDATION**

Treasurer-Tax Collector requests adoption of a Resolution authorizing the use and promotion of EasySmartPay to provide an additional method for Napa County property owners to pay secured property taxes in monthly installments.

### **EXECUTIVE SUMMARY**

California Revenue and Taxation code authorizes counties to collect property taxes in two installments per year. Many property owners have the option to pay their property taxes in monthly installments through escrow services provided by banks owning mortgages; however, property owners who own their property without a mortgage lack a similar option. EasySmartPay would provide property owners the ability to opt into a third-party service which allows these property owners to pay their property taxes on a monthly basis.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	N/A
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	EasySmartPay will allow Napa County property owners to opt into a process that will allow for the monthly payment of property taxes.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Property owners without a mortgage impound account will continue to have to make property tax payments in two installments.
County Strategic Plan pillar addressed:	Effective and Open Government

**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.

**BACKGROUND AND DISCUSSION**

California Revenue and Taxation code sections 2700-2708 authorize counties to collect secured property taxes in two installments per year. Many property owners have the option to pay their property taxes in monthly installments through escrow services provided by banks owning mortgages; however, property owners who own their property outright lack a similar option. For some, biannual tax bills instead of monthly tax bills can be a financial hardship or considerable inconvenience. Some property tax owners within the County have voiced frustration to Tax Collection staff but the Tax Collector lacks the authority to provide monthly billing under current law.

EasySmartPay Inc. is a privately held corporation founded in partnership with the California State Association of Counties Financing Corporation and the National Association of Counties with the aim to fill service gaps between government agencies and the public regarding taxes. The EasySmartPay solution allows individual property owners to voluntarily assign (and un-assign) their property tax bills to EasySmartPay, which in turn bills the taxpayer for their tax liability spread over monthly installments, for a fee.

There is no financial impact to the County. Taxpayers voluntarily enroll in EasySmartPay and when taxes are due, EasySmartPay will remit the total taxes due for enrolled property owners, to the County, in the same manner used by other banks and financial institutions that interact with the County's property tax system.

The County currently uses the Megabyte property tax system for tax collection which allows for the SmartEasyPay service implementation without further fees for technology upgrades or software integration. The current Tax Collector website would have a quick link to the program with little maintenance from the Treasurer-Tax Collector's office.

The EasySmarPay service is currently available in 14 counties throughout the State. Because the service fulfills an expressed constituent need, the Treasurer-Tax Collector seeks Board authority to promote EasySmartPay's service to County property owners where appropriate. This may involve, but not limited to, a link on the County's website, making flyers or other materials available in the Treasurer-Tax Collector's office and informational inserts in the 2023-24 secured tax bill mailing. To implement this program in Napa County, it is recommended that the Board adopt a supporting Resolution to this effect.

**RESOLUTION NO. 2023-XX**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE USE OF EASYSMARTPAY, A THIRD-PARTY  
SERVICE PROVIDING TAPAYERS WITH THE OPTION TO PAY  
SECURED PROPERTY TAXES IN MONTHLY INSTALLMENTS**

**WHEREAS**, California Revenue and Taxation Code authorizes counties to collect property taxes in two installments per year (Revenue and Taxation Code 2700-2708); and

**WHEREAS**, many property owners have the option to pay their property taxes in monthly installments through escrow accounts with banks owning mortgages on their property; and

**WHEREAS**, other property owners who own their property outright do not have the option of monthly installment payments, and for some, the biannual tax bill creates financial hardship; and

**WHEREAS**, under current law, the Tax Collector lacks the authority to bill property owners in monthly installments; however the corporation Smart Easy Pay, Inc, provides the “EasySmartPay” service to taxpayers on a voluntary basis for a fee commensurate with the processing fee that the Tax Collector currently charges for credit and debit payments; and

**WHEREAS**, EasySmartPay is a program overseen by the California State Association of Counties Financing Corporation; and

**WHEREAS**, because this service fulfills an expressed constituent need, the Tax Collector seeks Board authorization to promote the EasySmartPay service; and

**WHEREAS**, such promotion would be on the County website, paper flyers and inserts at no cost to the County; and

**WHEREAS**, such promotion would not result in a financial benefit to the County but would satisfy an expressed constituent need.

**NOW, THEREFORE, BE IT RESOLVED** that the Napa County Board of Supervisors hereby authorizes the Tax Collector to promote the EasySmartPay service to allow taxpayers the option of paying property tax bills monthly with a fee commensurate with County processing fees for credit card payments of property taxes

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**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board  
 held on the 28<sup>th</sup> day of March, 2023, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_  
 \_\_\_\_\_  
 NOES: SUPERVISORS \_\_\_\_\_  
 ABSTAIN: SUPERVISORS \_\_\_\_\_  
 ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 BELIA RAMOS, Chair of the  
 Board of Supervisors

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u>          Deputy County Counsel</p> <p>Date: <u>February 21, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY          BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0492

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**TO:** Napa County Groundwater Sustainability Agency (NCGSA)  
**FROM:** Brian Bordona - Interim Director of Planning, Building, and Environmental Services  
**REPORT BY:** Jamison Crosby, Natural Resources Conservation Manager  
**SUBJECT:** Groundwater Sustainability Plan (GSP) Annual Report - Water Year 2022

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### **RECOMMENDATION**

Interim Director of Planning, Building, and Environmental Services requests the Board of Directors of the Napa County Groundwater Sustainability Agency (NCGSA):

1. Receive the Napa County Groundwater Sustainability Annual Report - Water Year 2022 (“Annual Report”) on groundwater conditions in Napa County with a focus on the Napa Valley Subbasin;
2. Receive a summary of the of the NCGSA Technical Advisory Group’s key 2022 discussion topics; and
3. Approve the submittal of the Annual Report to the California Department of Water Resources (DWR).

### **EXECUTIVE SUMMARY**

As in the past eight consecutive annual reports, this Napa County Groundwater Sustainability Annual Report - Water Year 2022 (link: [2022-Napa-County-Groundwater-Monitoring-Annual-Report \(countyofnapa.org\) <https://www.countyofnapa.org/DocumentCenter/View/28114/2022-Napa-County-Groundwater-Monitoring-Annual-Report?bidId=>](https://www.countyofnapa.org/DocumentCenter/View/28114/2022-Napa-County-Groundwater-Monitoring-Annual-Report?bidId=>)) includes an update on groundwater conditions in the Napa Valley Subbasin and elsewhere in Napa County. This is the second Annual Report prepared to support implementation of the Napa Valley Subbasin Groundwater Sustainability Plan (GSP), adopted by the NCGSA and submitted to DWR in January 2022 and approved by DWR on January 26, 2023. This Annual Report reflects an ongoing commitment by the County and NCGSA to sustainably manage groundwater resources by implementing an adaptive management approach supported by best available information. To better manage and respond to changing conditions, the NCGSA formed a Technical Advisory Group (TAG) to advise the NCGSA and aid in the implementation of the Napa Valley Subbasin GSP. The five-member committee was first convened on August 11, 2022.

Water Year 2022 (defined as October 1, 2021 through September 30, 2022) saw a continuation of drought conditions throughout Napa County and the Napa Valley Subbasin. Water Years 2020 and 2021 registered as the driest consecutive years since at least the 1890s, as measured by the precipitation gauge at the State Hospital in Napa. Despite the early rains in October and December 2021, minimal precipitation occurred in

later months in Water Year (WY) 2022. The precipitation total in WY 2022 was 21.24 inches and registered as a normal (below average) year.

The goal of the GSP is to achieve sustainability by ensuring that there are no Undesirable Results in the Napa Valley Subbasin by 2042. To accomplish the sustainability goal, the GSP includes the following six Sustainability Indicators, which are tracked to avoid significant and unreasonable effects caused by groundwater conditions throughout the Subbasin:

1. Chronic groundwater level decline;
2. Reduction in groundwater storage;
3. Depletion of interconnected surface water;
4. Land subsidence;
5. Degraded water quality
6. Seawater Intrusion

These are critical factors used to measure the long-term health of groundwater in the Napa Valley Subbasin. Sustainable Management Criteria (quantitative metrics) are defined for each Sustainability Indicator, including the Measurable Objective, Minimum Threshold, and Undesirable Result. The Minimum Threshold defines when the indicators are declining to a point where the GSA should evaluate the conditions and determine the necessary responses needed to maintain or achieve sustainability, including implementing Projects and Management Actions (PMAs) to avoid Undesirable Results. An Undesirable Result indicates conditions that need to be avoided to protect the long-term health of groundwater in the Subbasin and achieve sustainability. In WY 2022, Minimum Thresholds were exceeded, at least in part, for five of the six indicators (all except seawater intrusion) and Undesirable Results were brought about for the two indicators shown above in bold print: reduction in groundwater storage and depletion of interconnected surface water. Additional detail on these exceedances is provided in the Background section of this staff report.

As described in the GSP, once Minimum Thresholds and/or Undesirable Results have been exceeded, the NCGSA should assess the causal factors resulting in the exceedance(s), including the extent to which the drought has contributed to these conditions. This analysis is critical to ensure careful consideration of potentially changed groundwater conditions and inform steps to implement Projects and Management Actions (PMAs).

Following the NCGSA's adoption of the GSP in January 2022, GSA staff and technical consultants immediately initiated a number of Projects and Management Actions (PMSs) including the development of four workplans:

1. Stormwater resource plan
2. Interconnected surface waters and groundwater dependent ecosystems (GDEs),
3. Napa County vineyard and winery water conservation, and
4. Groundwater pumping reduction.

Altogether, these plans will include implementing advanced technologies for water conservation; pumping reduction; stormwater management and potential utilization for managed aquifer recharge; measures for tracking and reporting groundwater use in the Subbasin; and assessments of GDEs within the Subbasin. These workplans are being developed with input from the public and other stakeholders including: the Napa County Resource Conservation District (RCD), Napa County Farm Bureau, Napa Valley Grapegrowers, Winegrowers of Napa County, California Department of Fish and Wildlife, NOAA National Marine Fisheries Services, Napa Green, and Napa Valley Vintners. Input from the public is also requested during monthly TAG meetings and through other GSA announcements and communications.

During the TAG's monthly meetings, the TAG has considered and discussed framing questions related to groundwater conditions and the development of the above workplans. The framing questions from TAG meetings during October through December 2022 were compiled along with summaries of discussions during this period. The discussions are grouped by topic in a Compiled TAG Framing Questions/Discussion Topics

**Summary (Summary; Supporting Document C).**

The Summary is included for the NCGSA's review and consideration. A future meeting will be coordinated to discuss the NCGSA's questions about this Summary and the TAG's preparation of recommendations pertaining to actions to achieve a 10% reduction in groundwater pumping, which was unanimously recommended by the Groundwater Sustainability Plan Advisory Committee (GSPAC) and included in the GSP as a PMA.

**PROCEDURAL REQUIREMENTS**

1. Staff presentation
2. Receive public comments
3. Motion, second, discussion and vote to accept the Annual Report - Water Year 2022 and direct staff to continue with Project and Management Actions.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Org 2720000
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Analysis of future impact is pending
Consequences if not approved:	The County would be out of compliance with State Water Code.
County Strategic Plan pillar addressed:	Vibrant and Sustainable Environment

**ENVIRONMENTAL IMPACT**

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

**BACKGROUND AND DISCUSSION: WATER YEAR 2022 ANNUAL REPORT****GROUNDWATER SUSTAINABILITY PLAN (GSP)**

Pursuant to California Code of Regulations §356.2, an Annual Report is required to be submitted to the California Department of Water Resources (DWR) each year by April 1 following adoption of a GSP. This second Napa Valley Subbasin GSP Annual Report is due April 1, 2023 and covers the period from October 1, 2021 through September 30, 2022. DWR has provided forms and instructions for submitting the materials electronically through the DWR online reporting system. The GSP Annual Report contains both a narrative description and data in various formats including DWR provided templates. Annual Reports are submitted to DWR through the state's Sustainable Groundwater Management Act (SGMA) Portal and are available for public comment at <https://sgma.water.ca.gov>.

The County's response to prevalent drought conditions continues at an accelerated pace. As in the past eight consecutive annual reports, this Annual Report includes an update on groundwater conditions in the Napa Valley Subbasin and elsewhere in the county. This is the second Annual Report prepared to support implementation of the Napa Valley Subbasin GSP, adopted by the NCGSA and submitted to DWR in January 2022 and approved by DWR on January 26, 2023. This Report reflects an ongoing commitment by the County and NCGSA to sustainably manage groundwater resources by implementing an adaptive management approach supported by best available information. To better manage and respond to changing conditions, the NCGSA

formed a Technical Advisory Group (TAG) to advise the NCGSA and aid in the implementation of the Napa Valley Subbasin GSP. The five-member committee was first convened on August 11, 2022.

The goal of the GSP is to achieve sustainability by ensuring that there are no Undesirable Results in the Napa Valley Subbasin by 2042. To accomplish the sustainability goal, the GSP includes six Sustainability Indicators:

1. Chronic groundwater level decline;
- 2. Reduction in groundwater storage;**
- 3. Depletion of interconnected surface water;**
4. Land subsidence;
5. Degraded water quality; and
6. Seawater intrusion

Sustainable Management Criteria (quantitative metrics) are defined for each Sustainability Indicator, including the Measurable Objective, Minimum Threshold, and Undesirable Result. The Minimum Threshold defines when the indicators are declining to a point where the GSA should evaluate the conditions and determine the necessary responses needed to maintain or achieve sustainability, including implementing Projects and Management Actions (PMAs) to avoid Undesirable Results. An Undesirable Result indicates conditions that need to be avoided to protect the long-term health of groundwater in the Subbasin and achieve sustainability.

### **WATER YEAR 2022 CONDITIONS**

In Water Year (WY) 2022, Minimum Thresholds were exceeded, at least in part, for five of the six indicators (all except seawater intrusion) and Undesirable Results were brought about for the two indicators shown above in bold print: reduction in groundwater storage and depletion of interconnected surface water.

There have been substantial groundwater level declines in more than 20% of the Subbasin representative monitoring site wells. Two monitoring wells at stream monitoring sites indicated consecutive fall occurrences in effects on the level of interconnected surface water at those locations. Groundwater declines in monitoring wells indicate the potential for subsidence, although InSAR (Interferometric Synthetic Aperture Radar) land surface displacement data indicate that the Minimum Threshold of 0.2 feet of subsidence has not occurred. Although overall groundwater pumping in the Subbasin decreased compared with WY 2021, pumping in WY 2022 was still significant enough to result in an Undesirable Result for the Sustainability Indicator for reduction in groundwater storage. The 7-year average of annual groundwater extraction has exceeded the estimated sustainable yield of 15,000 acre-feet/year for the Napa Valley Subbasin. In WY 2022, groundwater storage increased across most of the basin by 11,910 acre-feet. This contributed to some groundwater replenishment; however, the Subbasin was significantly affected by persistent drought conditions during WYs 2020, 2021, and 2022; groundwater levels exceeded Minimum Thresholds, and Undesirable Results occurred for two Sustainability Indicators. The large amount of precipitation in the first five months of WY 2023 is likely to result in significantly more groundwater replenishment in WY 2023 compared to WY 2022.

WY 2022 saw a continuation of drought conditions throughout Napa County and the Napa Valley Subbasin. WY 2020 and 2021 registered as the driest consecutive years since at least the 1890s, as measured by the precipitation gauge at the State Hospital in Napa. Despite the early rains in October and December 2021, minimal precipitation occurred in later months in WY 2022. The precipitation total in WY 2022 was 21.24 inches and registered as a normal (below average) year.

Total water use in the Napa Valley Subbasin in WY 2022 is estimated to have been approximately 40,302 acre-feet (approximately 4,000 acre-feet less than WY 2021), including uses by agriculture, cities, small public water systems, individual well users, DGEs, and other native vegetation. This is within the range of total annual water use documented since 1988, which has varied between approximately 38,000 and 47,000 acre-feet per year.

The amount of groundwater pumping was less in WY 2022 compared to WY 2021. Groundwater extraction by wells totaled approximately 18,790 acre-feet in WY 2022, representing 47% of total water use. The highest

level of pumping was in WY 2021 (22,840 acre-feet) and the second highest year of groundwater pumping was in WY 2020, when 19,610 acre-feet of groundwater was used. For the third consecutive year, groundwater pumping exceeded the estimated sustainable Subbasin yield of 15,000 acre-feet per year. With reduced rain, especially in Spring 2022, landowners appeared to increase their use of groundwater compared to years prior to 2020. Direct uptake of groundwater by GDEs and native vegetation accounted for another 16% (approximately 6,000 acre-feet) of total water use.

As described in the GSP, once Minimum Thresholds and/or Undesirable Results have been exceeded, the NCGSA should assess the causal factors resulting in the exceedance(s), including the extent to which the drought has contributed to these conditions. This analysis is critical to ensure careful consideration of potentially changed groundwater conditions and inform steps to implement Projects and Management Actions (PMAs). Minimum Threshold and Undesirable Result exceedances and response actions are summarized in Annual Report Table ES-6.

**This Annual Report summarizes the NCGSA's progress towards implementing the GSP elements intended to avoid Undesirable Results and achieve the Subbasin sustainability goal by 2042, as required by the GSP.** The GSP describes PMAs along with supporting actions developed to support sustainable groundwater management, several of which entail preparatory steps and workplans anticipated to be completed in 2023 (see Annual Report Table ES-7).

GSP implementation activities completed as of Spring 2023 include efforts related to the following GSP PMAs:

1. GSP Project #1 Development of the Stormwater Resource Plan
2. Formation of the Technical Advisory Group (TAG)

GSP implementation activities underway as of Spring 2023 include efforts related to the following GSP PMAs:

3. GSP Project #1 Managed Aquifer Recharge, through development of the Stormwater Resource Plan
4. GSP Project #2 Expansion of Recycled Water Use
5. GSP Management Action #1, through development of the Napa County Vineyard and Winery Water Conservation Workplan
6. GSP Management Action #2, through development of the Groundwater Pumping Reduction Workplan
7. Interconnected Surface Water And Groundwater Dependent Ecosystems (GDEs) Workplan
8. GSP Management Action #3, revisions to the County's Groundwater Ordinance and Water Availability Analysis
9. Near-term installation of groundwater monitoring facilities at four monitoring sites for the purpose of enhancing the understanding of interconnected surface water and groundwater (began January 2023 and expected completion in April 2023)
10. Ongoing groundwater monitoring and initial steps to expand monitoring as described in GSP Sections 5, 9, and 12
11. Public outreach and community engagement

## NCGSA TECHNICAL ADVISORY GROUP: SUMMARY OF KEY 2022 TOPICS

During the TAG's monthly meetings, the TAG has considered and discussed framing questions related to groundwater conditions and the development of the aforementioned Workplans. The framing questions from TAG meetings during October through December 2022 were compiled along with draft summaries of discussions during this period. Many of the questions (and the associated discussion by the TAG) occurred during one or more meetings due to the overlapping nature of the meeting topics. Accordingly, the questions and draft summaries of discussions were grouped by topic in a Compiled TAG Framing Questions/Discussion Topics Summary (Summary; **Supporting Document C**).

Key topics provided in the Summary include:

- A. Water Conservation Measures and Other Considerations
- B. Flood-Managed Aquifer Recharge (MAR) Specific Framing Questions
- C. Demand Management Framing Questions
- D. Potential Response Actions

The Summary is included for the NCGSA's review and consideration. A future meeting will be coordinated to discuss the NCGSA's questions about this Summary and the TAG's preparation of recommendations pertaining to actions to achieve a reduction in groundwater pumping.

**To that end, the following ongoing activities are recommended:**

- Complete the development of workplans described previously, including the development of local water conservation standards appropriate for rural agricultural areas, as well as water conservation standards in existing unincorporated communities, and continued work with industry groups to voluntarily reduce agricultural groundwater use.
- Continue with the implementation of PMAs (GSP Management Action # 3) relating to the update of the Water Availability Analysis guidelines and the County Groundwater Ordinance as previously directed by the Napa County Board of Supervisors, to reflect public trust considerations, new well permitting standards, future drought conditions, and climate uncertainty.
- Following review of the draft Napa County Vineyard and Winery Water Conservation and Groundwater Pumping Reduction Workplans, the TAG should review actions and prepare recommendations for the NCGSA to achieve a reduction in groundwater pumping by 10% across the Napa Valley Subbasin.
- Disseminate public outreach messages on a theme of "Conservation: A Napa Way of Life in Drought or Deluge".

**NAPA COUNTY TECHNICAL ADVISORY GROUP****Framing Questions Compiled for October, November, and December 2022 Meetings**

**Discussion Questions in Technical Advisory Group (TAG) Meeting Staff Reports:** The framing questions from TAG meetings during October through December 2022 have been compiled along with draft summaries of discussions during this period. Many of the questions (and the associated discussion by the TAG) occurred during one or more meetings due to the overlapping nature of the meeting topics. Accordingly, the questions and draft summaries of discussions are grouped by topic.

**A. Water Conservation Measures and Other Considerations**

- 1. What water conservation measure(s) has the greatest potential for additional water savings (especially at the Subbasin scale)? What tools/technology/data are recommended to improve the quantification of current and future water demands for all water use sectors? What tools/technology/data should vineyard and winery managers/operators use to demonstrate and quantify the water conservation occurring currently and also the additional water conservation (volume of water saved) that could potentially be achieved? Remotely sensed data require field verification. How should data privacy of field data be addressed as opposed to complete data transparency for calibration/verification purposes? What are the advantages and/or limitations to widespread adoption/acceptance of remotely sensed ET measurements for GSP implementation and annual reporting?**

Many tools and technologies are in use and/or available for use to monitor water consumption and achieve water conservation associated with urban, rural residential, agricultural, and other land uses. Among the measures discussed was the potential for additional water conservation through improvements to irrigation system efficiency as identified in the distribution uniformity (DU) testing conducted by the Napa County Resource Conservation District and Napa Green. Napa Green is now requiring a DU test as part of their vineyard certification program. Remote sensing technologies such as OpenET at the Napa Valley Subbasin or watershed scale or land-based sensors at a field scale are among the tools available to assess water demands. OpenET can facilitate computation of native and non-native plant water demands for the watershed, while land-based sensors are frequently being used to aid growers in real-time water management and irrigation scheduling. These remote sensing datasets can be used together (along with other types of data where available) to improve the understanding of total water use for native and non-native vegetation (e.g., vineyards and other land uses) and to refine the temporal and spatial representation of evapotranspiration coefficients in the Napa Valley Integrated Hydrologic Model (NVIHM). The field data can offer great value for refining the local application of OpenET data to better understand total water use and to improve the simulation results developed with the NVIHM. Land-based sensors, or other technologies to inform estimates of total water consumption, are not available on all parcels. The field data can be documented at a regional scale and need not release private owner/address data to meet the overarching objectives for using the best available data to better understand total water demands and water use by native and non-native plants.

**2. Should water conservation measures be incentivized? If so, what might those incentives include?**

Grapegrowers have invoked water conservation technologies for many years. However, opportunities exist to accomplish additional water conservation locally and also collectively on a Subbasin scale for all land uses, including urban, rural, agricultural, and other land uses. Incentives would be useful to encourage additional water conservation by all users. One type of incentive could include benefits associated with vineyard and/or winery water management certification programs. Benefits derived from certification may be qualitative such as visible promotion of growers that are implementing improved water monitoring and management tools and technologies that support water resources sustainability. Outreach should help raise awareness of the: 1) irrigation efficiency service provided by the Napa County Resource Conservation District and Napa Green, 2) local and state certification programs that include water management criteria, and 3) the importance of monitoring and managing water resources to achieve groundwater sustainability.

The Napa County GSA could incentivize educational opportunities, including water conservation workshops, training videos, specialized speakers' fees, or other educational materials and venues. Workshops could be subsidized to lessen costs for participants to ensure training materials and resources are accessible to all persons who can contribute to achieving water conservation objectives.

The Napa County GSA could potentially provide (subsidize) land-based sensors and/or flow meters to vineyard and winery operators or managers who express an interest in tracking water demand and use and increasing the volume of water saved annually. Devices provided through the GSA could include required training on the use, calibration, and maintenance of the device(s). The incentive could occur through a time-limited offering for the Napa County GSA to provide one or both tracking tools, including the cost of shipping, installation, verification of operation, and initial calibration. The time-limited offering could also include calibration of existing flow meters. The Natural Resources Conservation Service (NRCS) could assist vineyard managers/operators in applying (when eligible) to applicable grant opportunities, including the Environmental Quality Incentives Program (EQIP) and installation of monitoring devices and more efficient irrigation technology and infrastructure. The California Department of Food and Agriculture (CDFA) State Water Efficiency and Enhancement Program (SWEEP) could also be considered for eligible applicants. Additional details on the benefits associated with incentives to track water use and conserve more water will be described in the *Napa County Vineyard and Winery Water Conservation Workplan* (in progress). The incentives program could also be integrated with programs that certify vineyards and/or wineries. Incentives are envisioned to help: 1) ensure the future of grape growing in Napa Valley, 2) demonstrate commitment to stewardship, 3) illustrate the utility of tracking current and future water use, and 4) assess vineyard uniformity.

**3. What approaches are recommended to encourage support of and commitment to countywide water conservation efforts that meaningfully achieve efficient water use and future sustainability?**

Some preliminary approaches to encourage countywide water conservation include implementation of field-scale studies involving analysis of multiple-types of data already being collected at some grower locations. These data include land-based remote sensing data,

groundwater extraction volumes, soil moisture, and other data. As described in No. A1, these field-scale analyses can be used to improve the understanding of total water use at the Subbasin or watershed scale. Additionally, outreach efforts by various groups, including vineyard and winery organizations, the Napa County GSA, the Napa County Resource Conservation District, UC Cooperative Extension, and others, could collaborate to increase outreach pertaining to water conservation, the utility of tracking water use, and water resources sustainability objectives. Additional approaches will be included in the *Napa County Vineyard and Winery Water Conservation Workplan* (in progress).

**4. Should vineyard and/or winery water conservation measures be increased regardless of hydrologic year type? Or should increased effort be made during especially dry years? If the latter, how would this be managed and tracked?**

The Napa River and its tributaries are an integral part of the Napa Valley Subbasin, where groundwater conditions and interconnected surface water respond to wetter and drier hydrologic water years, and are susceptible to drought effects. Prudent water resources management and water use efficiency are necessary regardless of water year type. Increased monitoring of interconnected surface water (ISW) and groundwater conditions and other considerations pertaining to wetter or drier water year types could be prioritized for Subbasin locations where ISW and groundwater dependent ecosystems are more susceptible to drier years, less recharge, and/or increased groundwater use.

**B. Flood-MAR Specific Framing Questions**

**1. How applicable/feasible are Flood-MAR activities in Napa Valley for improving groundwater management?**

As a preliminary step, the physical characteristics conducive to potential groundwater recharge need to be examined on a macro level to delineate sites/potential areas that warrant a next level of recharge site feasibility assessment. During recharge site feasibility evaluations, it will be important to understand the factors that would encourage (e.g., Subbasin sustainability, ISW, temporal GDE benefits, etc.) or discourage (e.g., vine pests or disease, low yield, flooding impacts, infrastructure constraints, etc.) participation in recharge pilot studies. As part of the recharge site feasibility evaluation, it will be necessary to assess whether proposed recharge projects can achieve the intended benefits and justify the cost of infrastructure, landscape/land use modification, monitoring, and potential impacts, as well as assess the potential water source for recharge and associated costs, challenges, and constraints. The feasibility evaluation should quantify the incremental temporal and spatial benefits to ISW at a prioritized location(s), for example, relative to no project.

**2. What mechanisms for incentivizing recharge and water conservation should the GSA explore?**

Incentives to encourage onsite recharge will be like those described in No. A2. The Napa Valley Subbasin physical structure, including near-term responses to groundwater inflows and outflows, is not conducive to a groundwater banking construct. Essentially, individuals or entities contributing recharge to the groundwater basin would not be able to extract the “recharged volume”; they would be subject to the same water management approaches as others who do not participate in groundwater recharge efforts. It is anticipated, however, that some type of incentive would be developed to encourage recharge where recharge is feasible

and beneficial to both the individual or entity and sustainable groundwater conditions in the Subbasin.

### **C. Demand Management Framing Questions**

- 1. A reduction in groundwater use was approved by the Groundwater Sustainability Plan Advisory Committee (GSPAC) during GSP development. Many demand management options can be invoked, which thereby would reduce groundwater pumping. What demand management measures does the TAG consider to be viable for reducing groundwater pumping in the Napa Valley Subbasin?**

Demand management measures could occur through various approaches, and it is likely that different combinations of measures will be used by vineyard and winery managers and operators and others, depending on many factors related to the current water use, conservation measures already being employed, and plans for future water management. The preparation of a *Groundwater Pumping Reduction Workplan*, which on October 14, 2021 was unanimously approved by the GSPAC during GSP development for the purpose of reducing groundwater pumping in the Subbasin, achieving a 10 percent reduction in average annual historical (2005-2014) pumping, and initiating a reduction in pumping following adoption of the GSP by the Napa County GSA on January 11, 2022. The reduction in groundwater use approved by the GSPAC applies to the whole Subbasin and not to individual properties. Some of the approaches for demand management could include: 1) greater attention to irrigation infrastructure, uniformity and scheduling; 2) consideration of planting density, row orientation, trellis design, cultivar and rootstock selection, canopy management, etc.; type and utility of cover crops; 3) increased water use efficiency at wineries, including landscape irrigation, selection of drought-adapted plants for landscapes, capture and reuse of winery wastewater; 4) potential rebate for irrigation efficiency; and 5) other water conservation methods. The *Napa County Vineyard and Winery Water Conservation Workplan* (in progress) will serve as a resource for various approaches that can be used to achieve additional water conservation.

- 2. Exceedances of minimum thresholds pertaining to the interconnected surface water sustainability indicator have occurred. The GSP describes the need for accelerated actions to reduce groundwater pumping when this occurs. What sequence of steps does the TAG recommend to expedite actions to reduce groundwater pumping? What are reasonable timelines to implement the steps?**

In June 2022, Napa County took initial steps to revise the countywide well permitting standards, which in turn results in a significant reduction in groundwater use on a per acre basis for new groundwater development (i.e., this is a reduction from about 1 acre-foot per acre per year to 0.3 acre-foot per acre per year). The draft outline for the *Groundwater Pumping Reduction Workplan* is currently being reviewed, and this Workplan, which is a companion document to the *Napa County Vineyard and Winery Water Conservation Workplan*, is anticipated to be completed in Summer 2023. Additional near-term and ongoing community outreach and education are critical to ensure the public is aware of and supports the need to increase water conservation and reduce water demands (see also D2), and is aware of the GSP implementation process, including process for public comments and schedule for workplan approval and implementation.

#### D. Potential Response Actions

**1. While the Workplans underway are intended to inform actions necessary to maintain sustainable groundwater conditions in the Subbasin, a central question for the TAG is what response actions should be considered in the very near term?**

Since adoption of the Napa Valley Subbasin GSP, GSP implementation activities have included steps to prepare four workplans, including the *Napa County Vineyard and Winery Water Conservation Workplan*, *Groundwater Pumping Reduction Workplan*, *Stormwater Resource Plan*, and *Interconnected Surface Water (ISW) and Groundwater Dependent Ecosystems (GDEs) Workplan*. Completion of these plans is a priority. It is anticipated that the first three of these workplans will be completed by June 2023, while the ISW and GDEs Workplan is anticipated to take a little longer.

Other key activities underway or planned while the workplans are being prepared include:

- Outreach and education (including Spanish language outreach materials), especially related to water conservation measures, tracking water use, and irrigation system evaluations. Implement a broad, whole community approach for water conservation outreach efforts (including landscaping for residential and commercial buildings) (see also No. A2 and A3);
- Prepare outreach materials that are easy to widely post and/or distribute such as a one-page flyer or brief brochure;
- Evaluate the current GSP monitoring networks and address data gaps identified in the GSP;
- Evaluate the feasibility of recharge projects at selected sites/areas (see also No. B1);
- Evaluate innovative approaches to mitigate drought effects on streamflow (e.g., reservoir releases where feasible);
- Examine opportunities to increase the use of reclaimed and recycled water;
- Napa County GSA pursue umbrella water right permit for surplus stormwater diversion for recharge when available; and
- Prepare and implement a Memorandum of Understanding to demonstrate collaboration among multiple parties (including Napa County GSA, Napa County RCD, UC Cooperative Extension, Napa County Farm Bureau, Napa Valley Grapegrowers, Winegrowers of Napa County, Napa Valley Vintners, Napa Green and others) that will prepare a Water Conservation Outreach and Engagement Plan (WCOE Plan) focused on promoting increased water conservation, especially among vineyard and winery interests and private citizens who rely on well water.

**2. What drought response measures (either voluntary or mandatory) should be implemented in 2023 to mitigate potential drought effects on groundwater conditions, especially interconnected surface water?**

Drought response (and drought mitigation) measures should emphasize implementing additional water conservation measures where such efforts have not already occurred to the

maximum extent practicable and tracking water use to better identify water savings achieved. The *Groundwater Pumping Reduction Workplan* will describe voluntary measures to conserve water, including reducing groundwater pumping, and also requirements for reduced groundwater use that stem from Napa County’s new well permitting standards (as of January 6, 2023). The *Groundwater Pumping Reduction Workplan* will be action-oriented, including monitoring, tracking, and refining the understanding of groundwater use and the effect of that use on groundwater conditions and sustainability. This Workplan will also include adaptive management and a process to invoke mandatory measures if voluntary measures are insufficient to achieve groundwater sustainability.

# Napa County Groundwater Sustainability Agency

*Annual Report – Water Year 2022*

March 28, 2023



**Luhdorff &  
Scalmanini**  
Consulting Engineers





# Outline

- Napa County and Climate Change
- Napa County & Subbasin Monitoring
- Napa Valley Subbasin Water Budget
- Sustainability Indicators & Metrics
- Response Actions & GSP Implementation

# DWR Approves GSP

DWR Letter of Approval: Jan. 26, 2023

## Recommended Corrective Actions for 5-Year Update (2027)

- Revise definition for chronic groundwater level decline sustainable management criterion to **remove drought year condition** or discuss management of extractions and recharge to offset decreases that occurred during drought
- Define a **new cumulative metric** for the subsidence MT of 0.5 ft within a 5-year period; this also avoids incremental effects of land subsidence
- Consider DWR guidance intended to assist GSAs to sustainably manage depletions of interconnected surface water **when the guidance is developed**



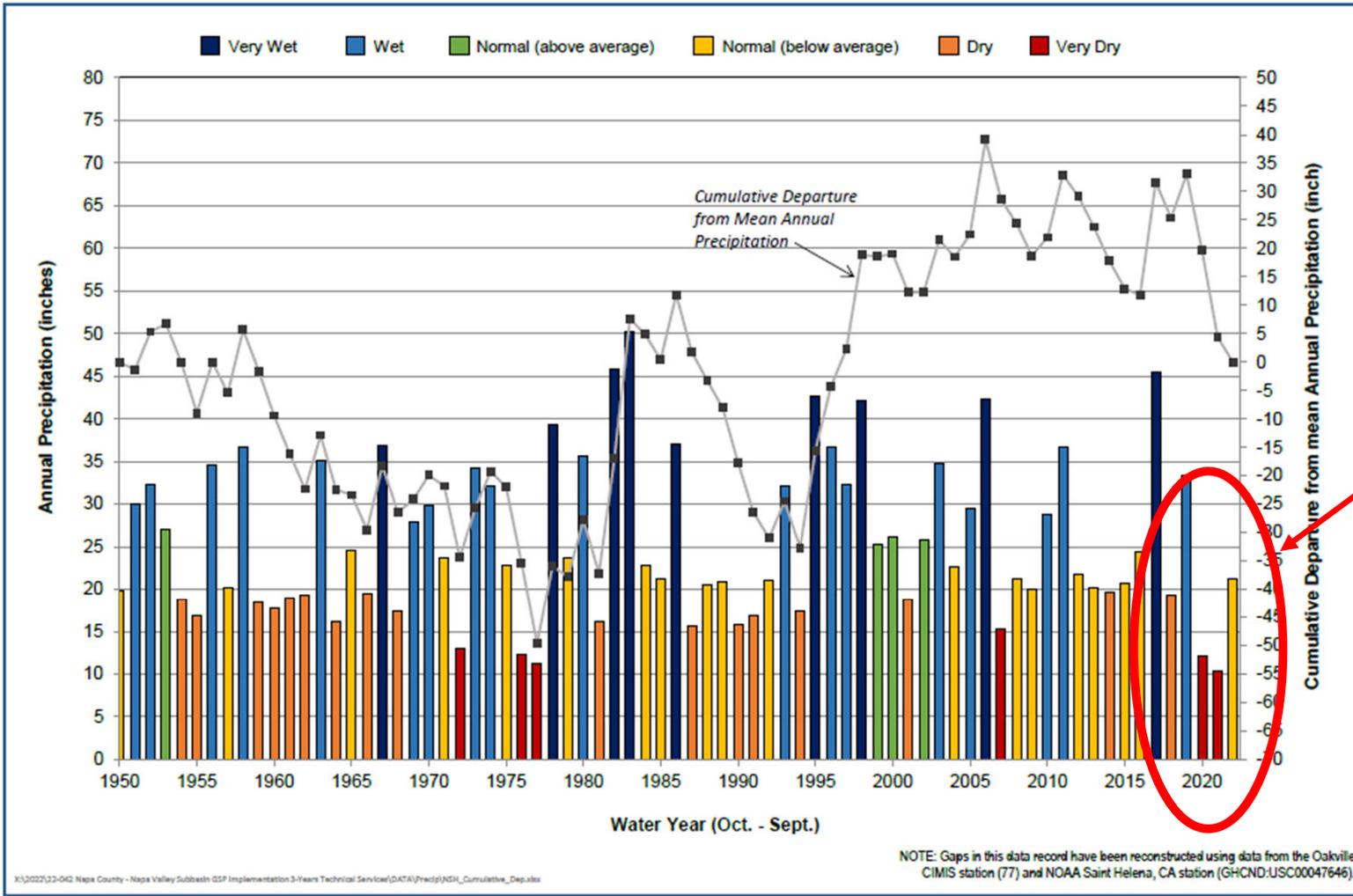
## NAPA VALLEY SUBBASIN

GROUNDWATER SUSTAINABILITY PLAN

January 2022



# Historical Precipitation at Napa State Hospital

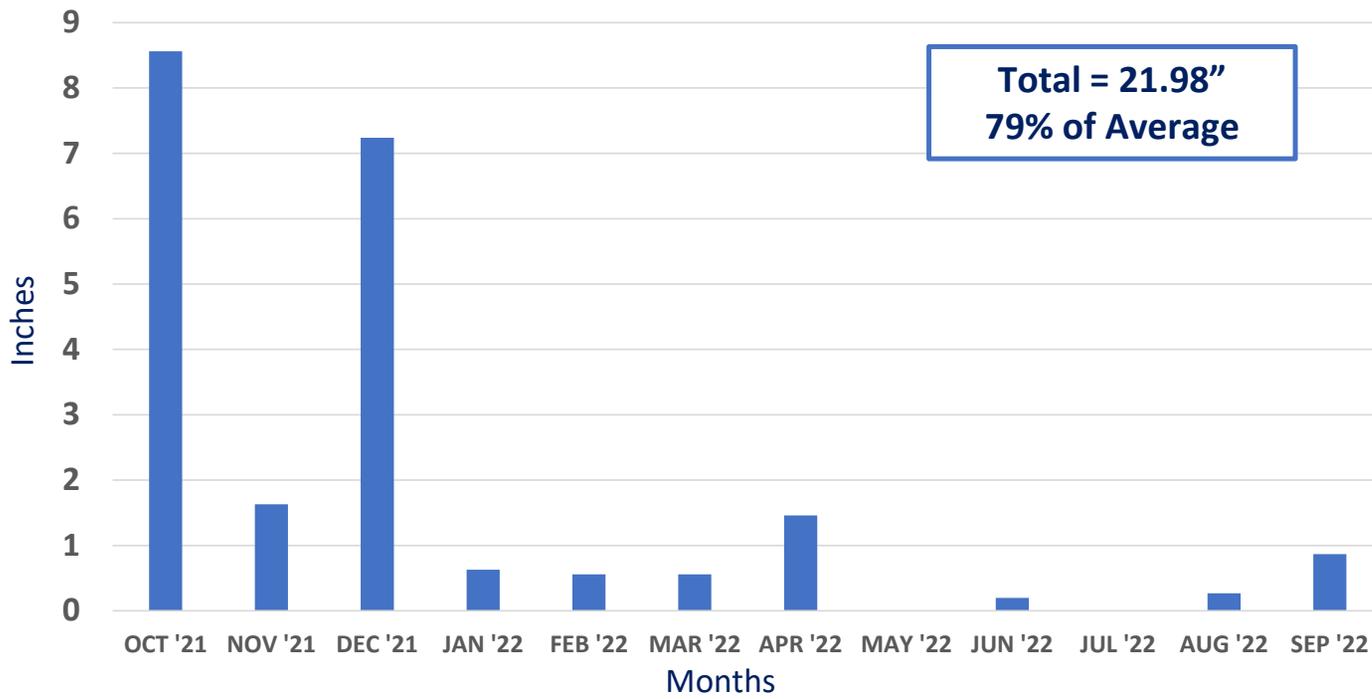


WYs 2020 & 2021  
Very Dry;  
WY 2022 Normal  
(below average)



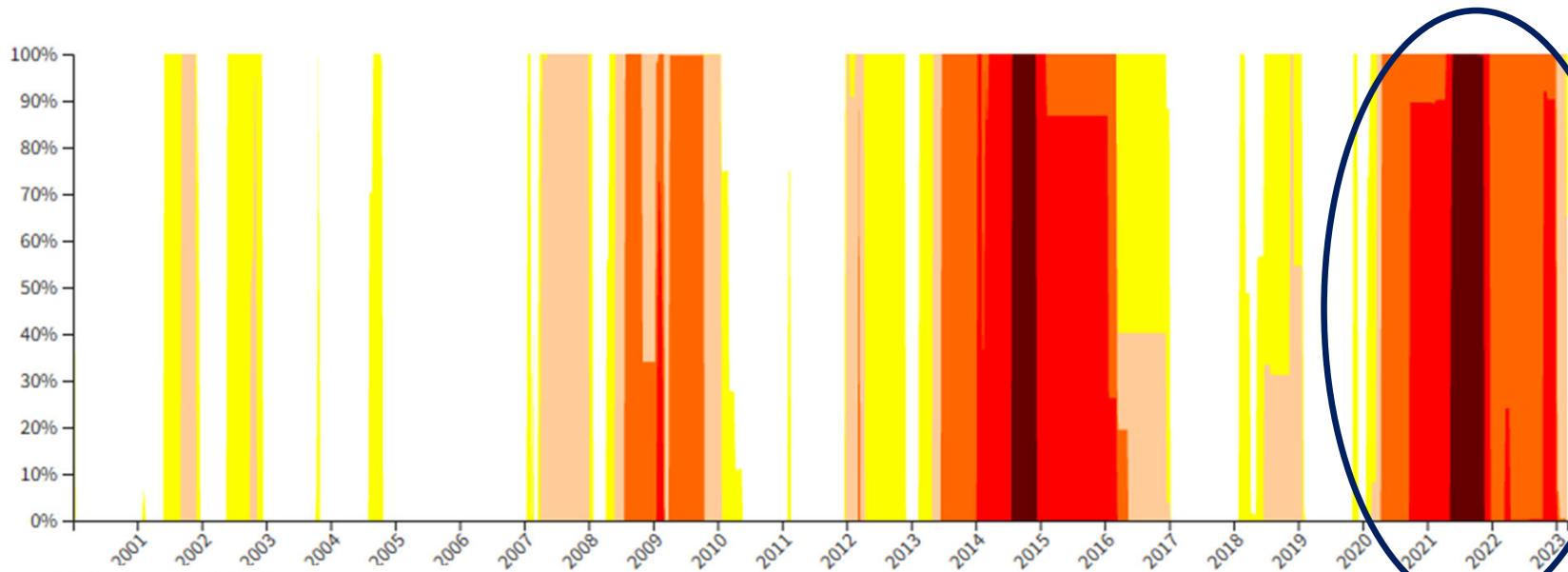
# Precipitation: Water Year 2022

NAPA STATE HOSPITAL STATION: WATER YEAR 2022



- Most precipitation for WY 2022 occurred in Fall 2021
- January through September 2022 were very dry

# U.S. Drought Monitor: Napa County



## U.S. Drought Monitor

- D0 - Abnormally Dry
- D1 - Moderate Drought
- D2 - Severe Drought
- D3 - Extreme Drought
- D4 - Exceptional Drought

Source(s): [USDA NASS](#)

Data as of: 3/7/2023

**Many Dry Years & Only a Couple Wet Years**

- Increasingly hotter/drier conditions
- Extreme variability
- WYs 2020, 2021, 2022: Severe to Exceptional Drought
- WY 2023: Moderate Drought(?)



Monitoring Network	Measurement Type	Total			GSP-Specific	
		County	Napa Valley Subbasin	RMS	Supplemental	Planned
Groundwater Level	GW Levels	98	59	27	30	8
Groundwater Storage	GW Levels	--	27	0	27	0
	NVIHM Model	--	1	1	--	--
Land Subsidence	GW Levels	--	12	15	0	0
	Benchmark Monitoring	--	8	5	3	0
	InSAR		1			
Stream Stage and Stream Discharge	Stream Stage and Stream Discharge	--	5	0	5	Yes
	Stream Watch	39	33	--	--	Yes
	Flood Control	--	18	0	18	0
Interconnected Surface Water – Groundwater	GW Levels	--	26	7	11	8+
	NVIHM Model	--	2	2	--	--
GDE Monitoring	GW Level	--	22	0	15	8
	Stream Habitat	--	1	--	--	TBD
	Remote Sensing	--	10	0	10	0
Groundwater Quality	GW Quality	1,621 <sup>1</sup>	34	21	18	0
Seawater Intrusion	Chloride testing	--	16	9	7	2
Surface Water Quality	SW Quality	--	6	7	0	0

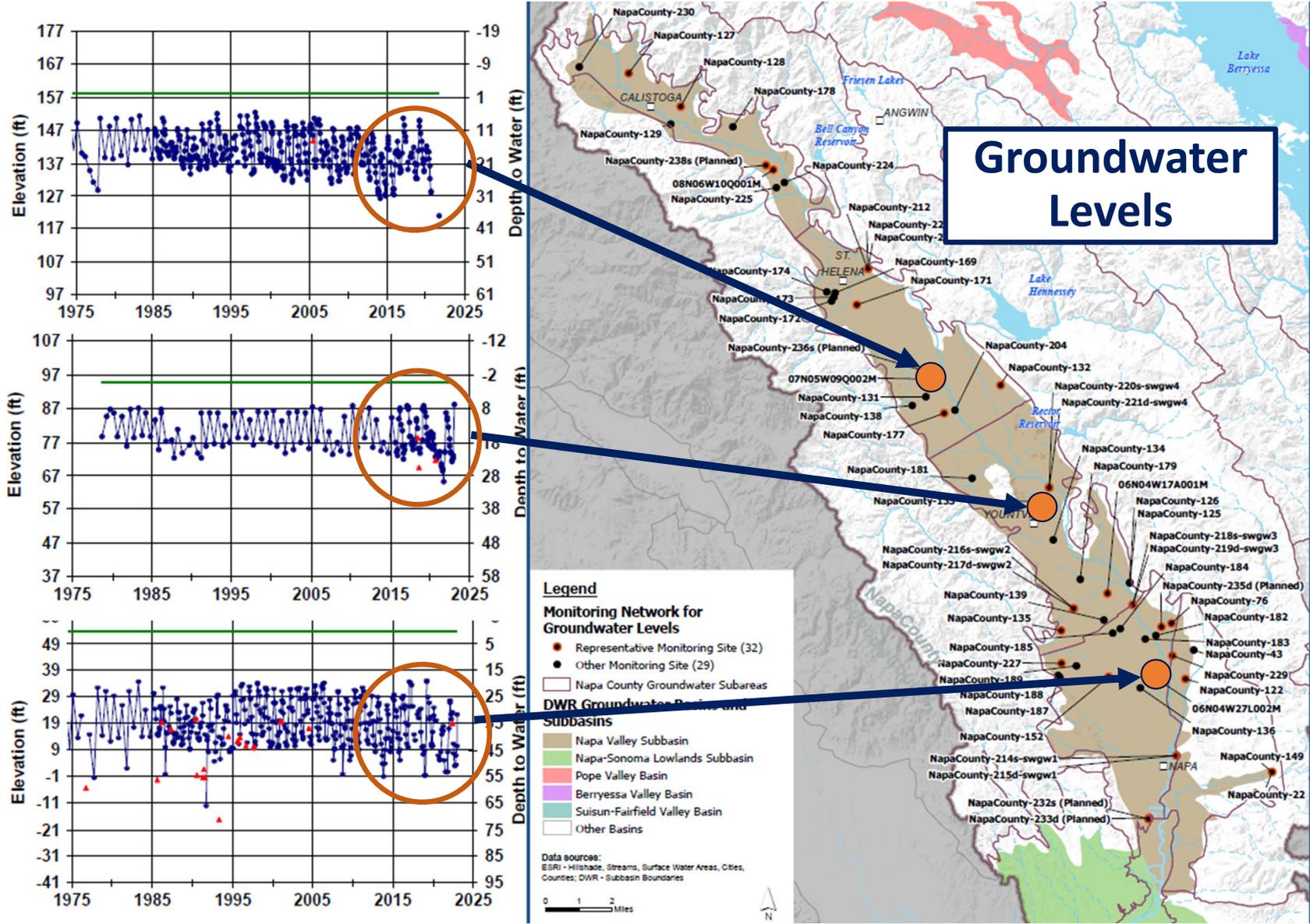
## 9 GSP Monitoring Networks

- Already Much Monitoring
- GSP Compliant
- More MWs Being Installed (April-May 2023)
- More Monitoring to be Recommended



# Napa Valley Subbasin Hydrographs

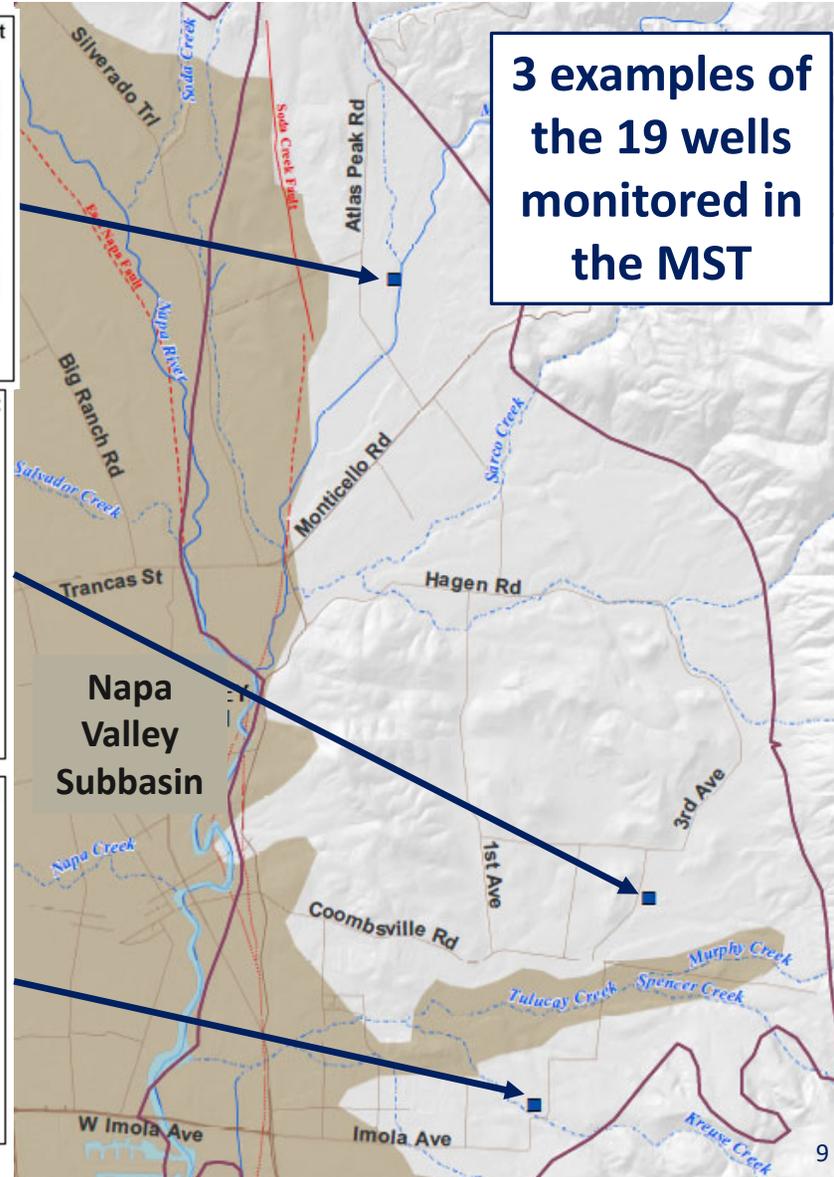
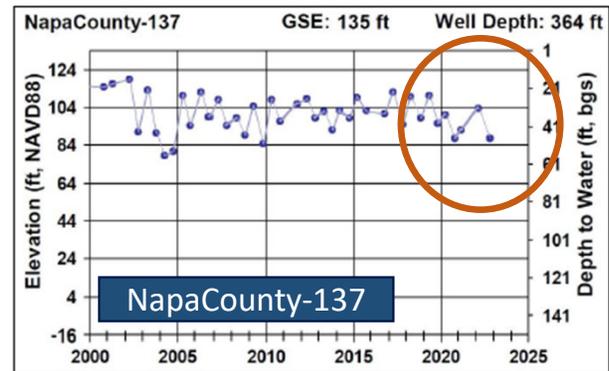
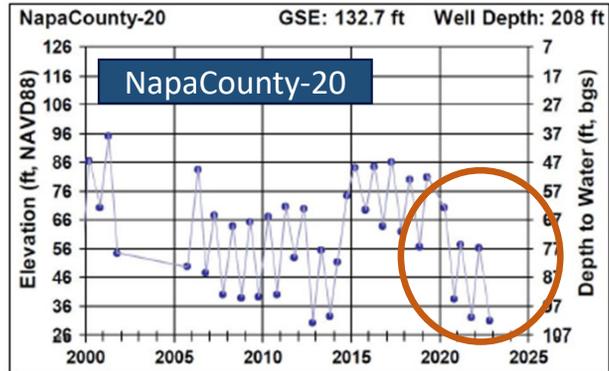
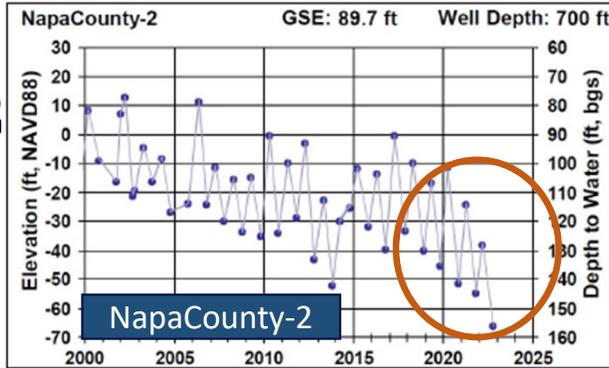
Recent Drought Effects





# MST Hydrographs

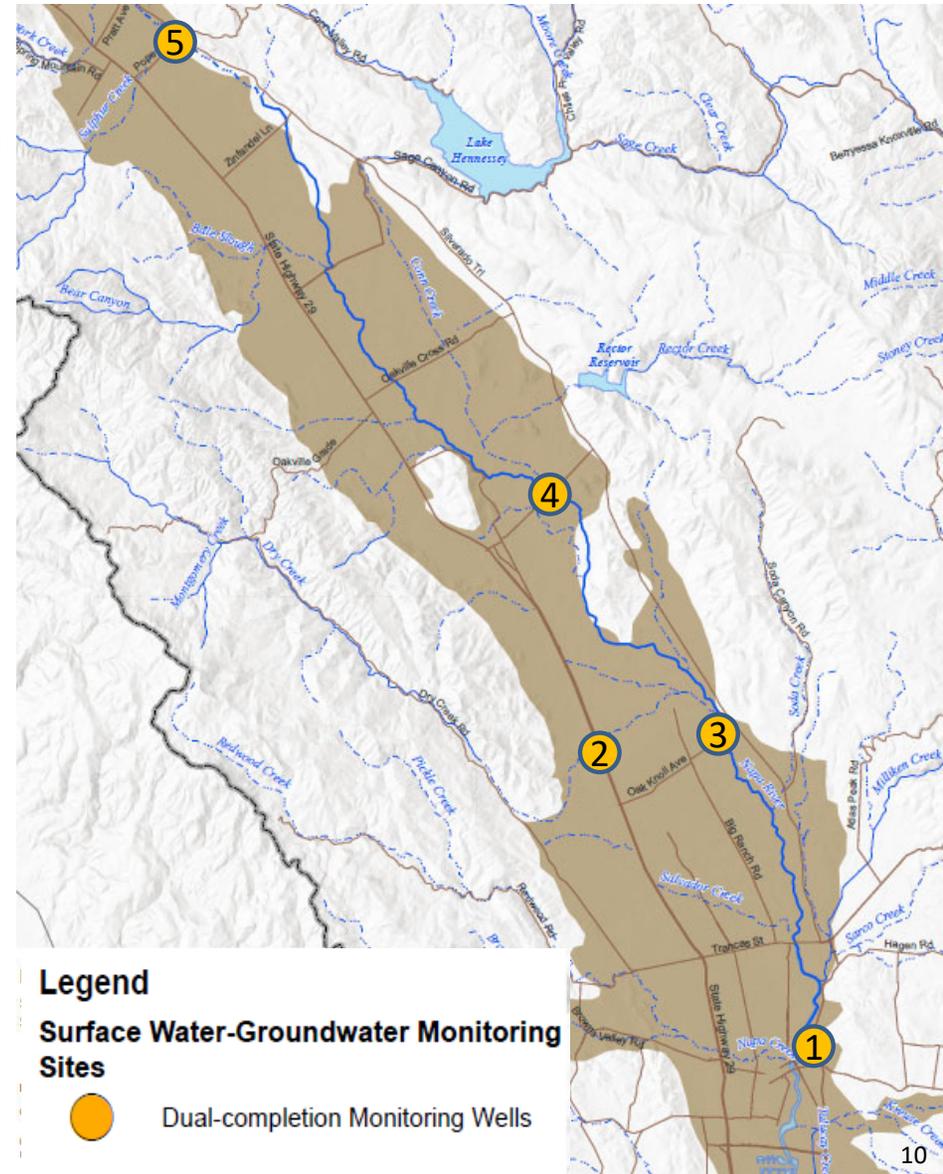
- MST largely outside Subbasin
- Monitoring data available for more than four decades
- Recognized historical declines
- Stable groundwater levels ~ 2009-2020
- Many monitoring wells show recent declines



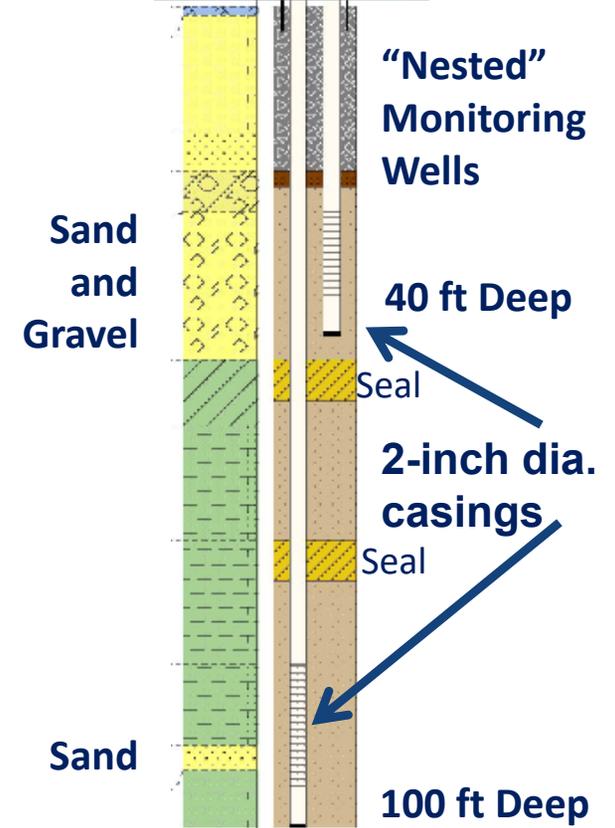
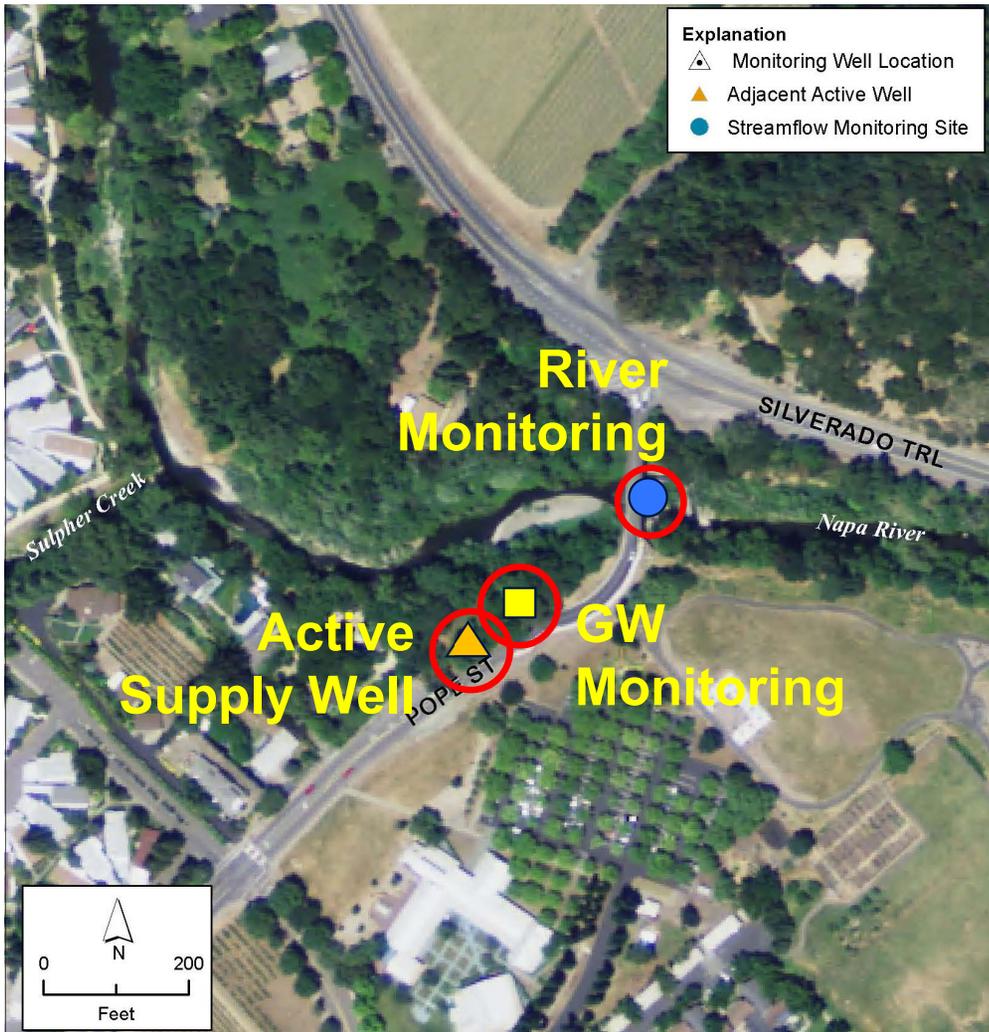
# Surface Water/Groundwater Interaction

## Dedicated Monitoring Facilities at 5 Sites

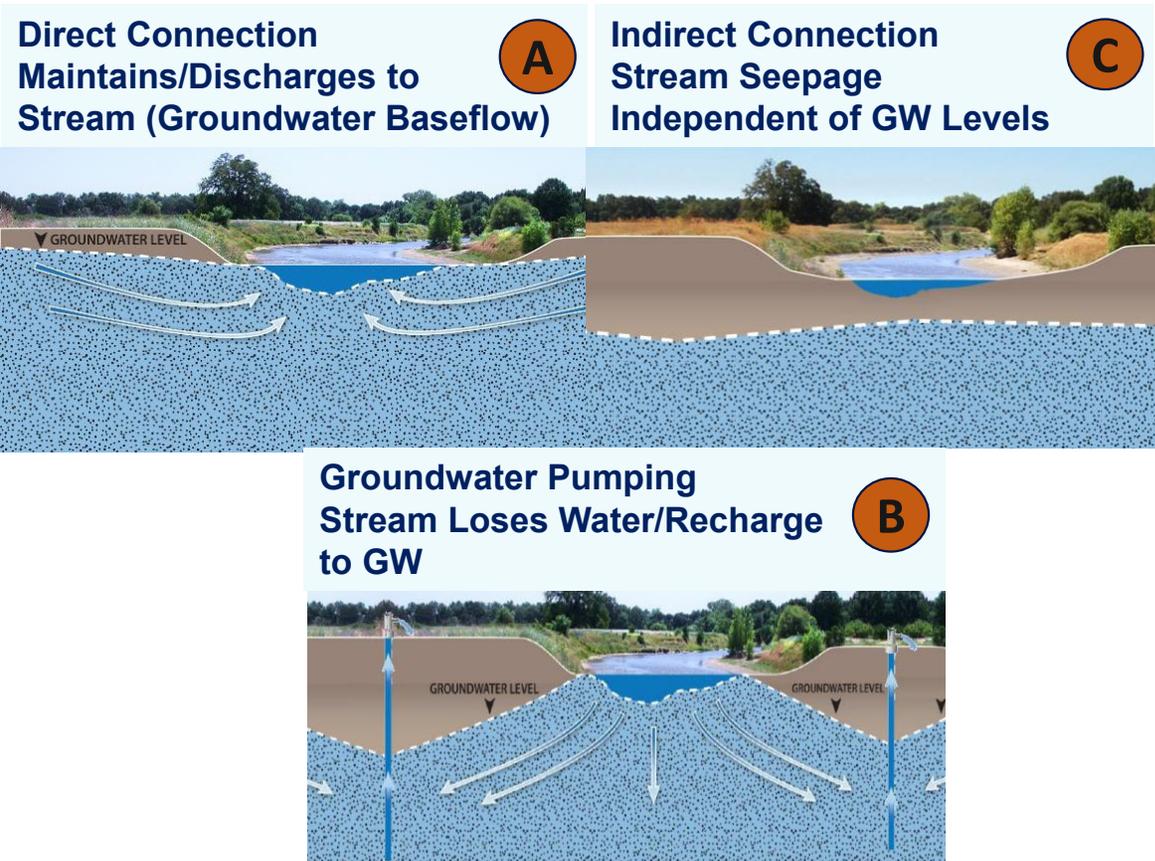
- DWR grant support: 2014 Pre-SGMA
- Paired Shallow Monitoring Wells (MWs) each site
  - Levels & quality
- Stream Gauge each site
  - Streamflow & quality
- > 8 years of data



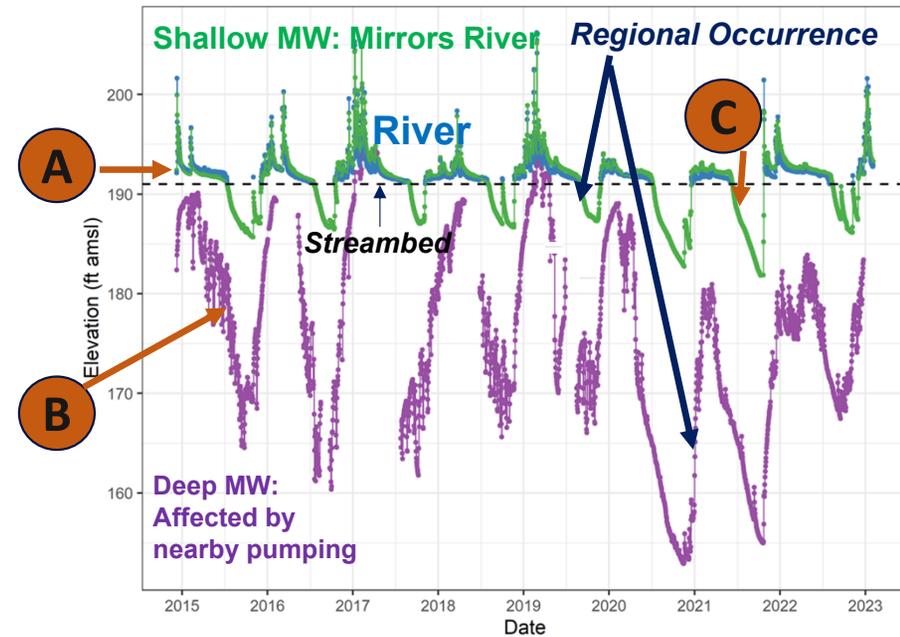
# SW/GW Interaction: Site 5 St. Helena



# Surface Water/Groundwater Interactions



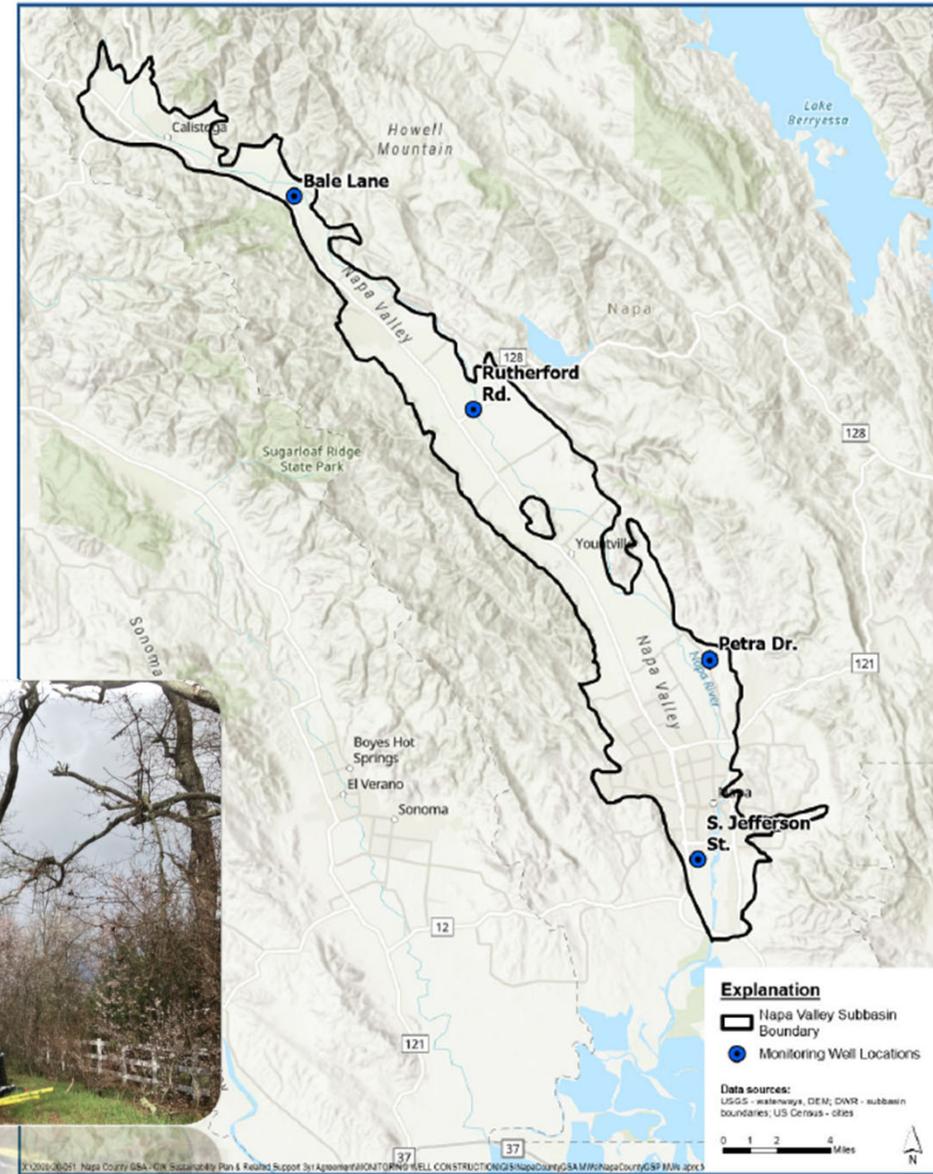
St. Helena SW/GW Site 5



River and Shallow MW not exhibiting short-term pumping effects<sup>12</sup>

# Four New MW Sites: Focus on SW/GW Interaction

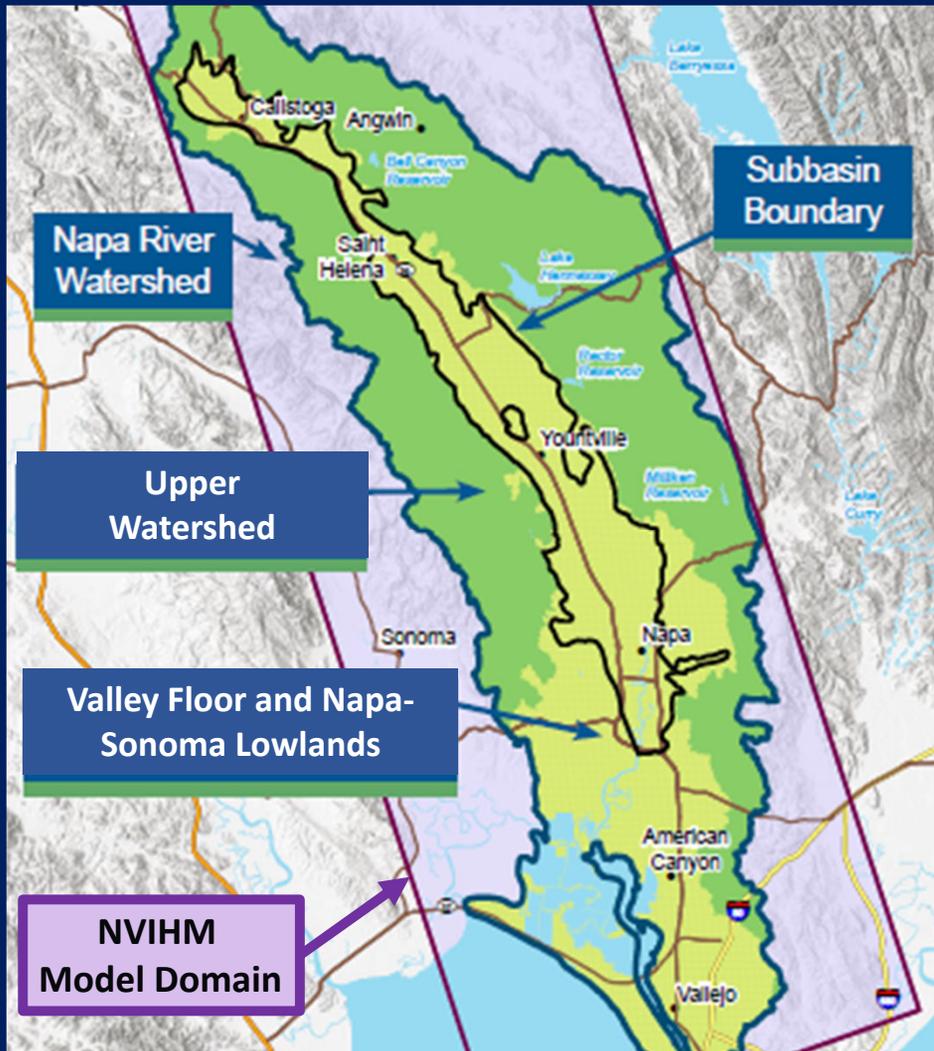
- Four new monitoring sites (8 MWs)
  - Two sites (4 MWs installed; January/February 2023)
  - When sites accessible, two other sites (4 MWs) to be installed (April-May 2023)



# Napa Valley Integrated Hydrologic Flow Model (NVIHM)

## Model Updates for WY 2022 Annual Report

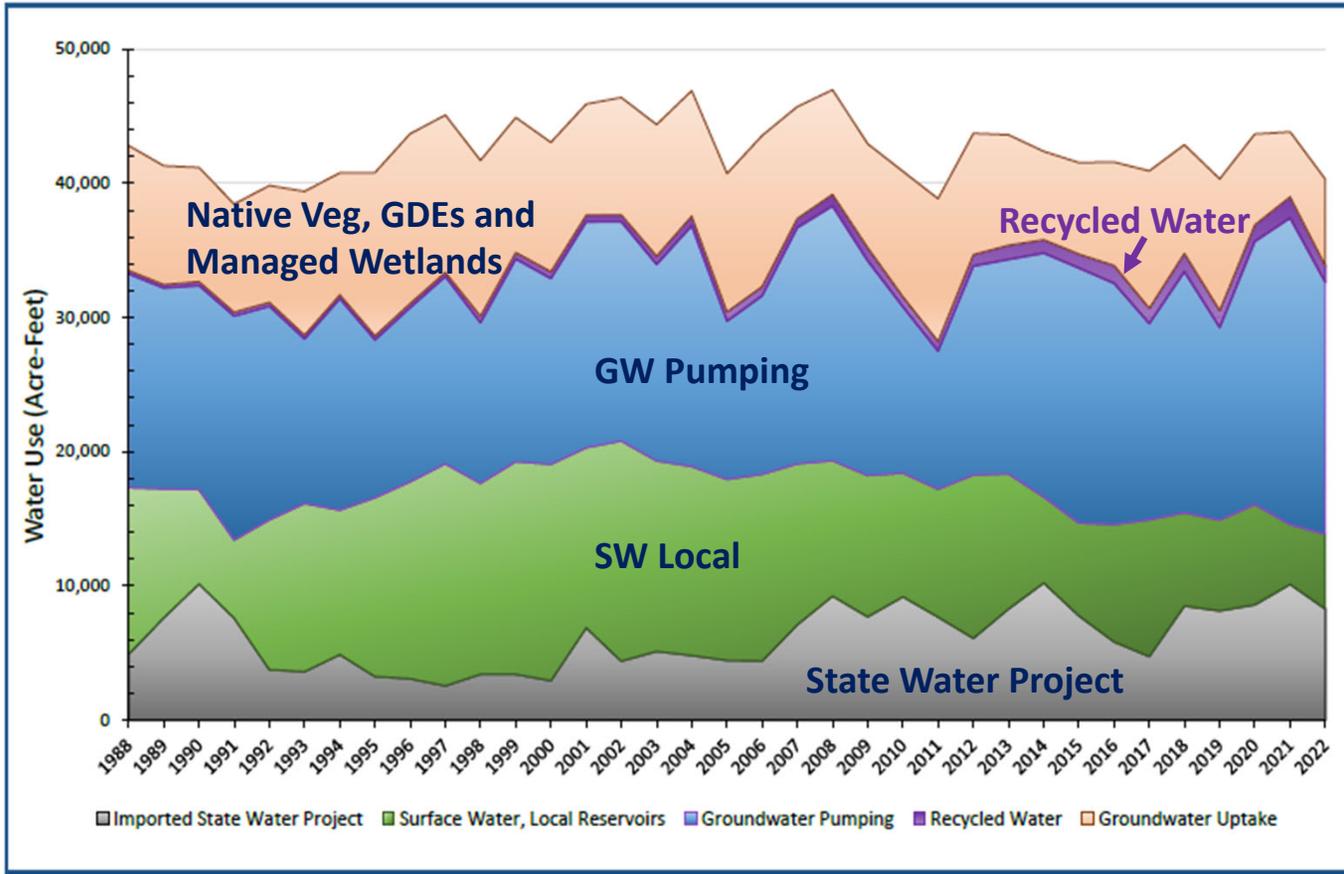
- **UPPER WATERSHED** (USGS Basin Characterization Model)
  - Climate through WY 2022
  - Watershed processes and results feed into Valley Floor/Lowlands Model
- **NAPA VALLEY FLOOR, MST & LOWLANDS** (USGS One-Water Hydrologic Flow Model)
  - Land use (2019) and water budget components through WY 2022



# Water Use: WY 2022



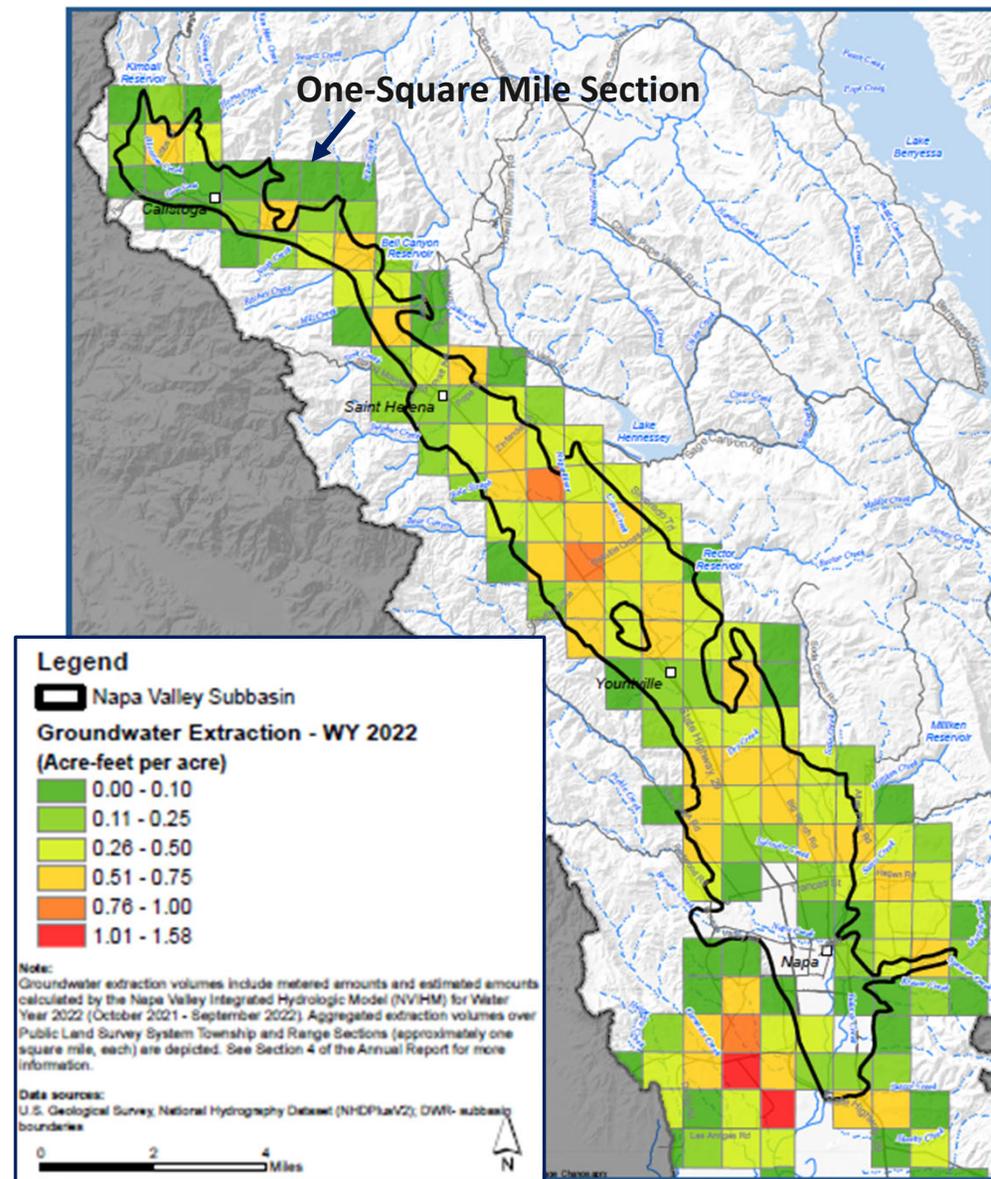
Water Use	Acre-Feet
2022 Groundwater Pumping	18,790
2022 Native Veg, GDEs & Managed Wetlands	6,440
2022 Recycled Water Use	1,220
2022 Local Surface Water Use (including reservoirs, diversions, etc.)	5,562
2022 State Water Project Use	8,290
<b>TOTAL</b>	<b>40,302</b>



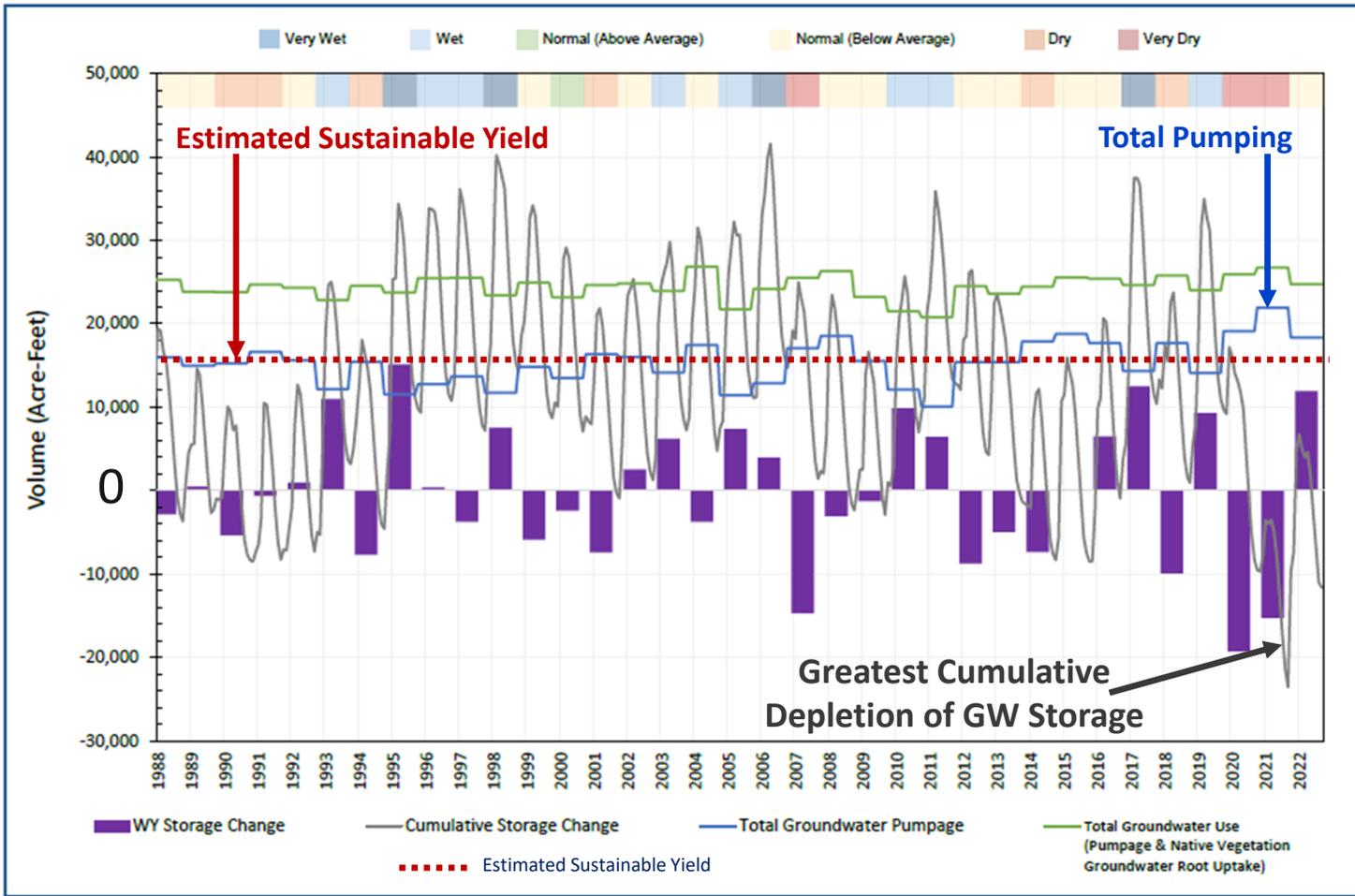
# Groundwater Pumping, 2022 (Acre-feet)

Groundwater Pumping	Acre-feet	Percent Use
Ag (vines and other)	14,210	76%
Municipal	450	2%
Self-Supplied Users Domestic (2,815 AF for outdoor use)	3,060	16%
Small Public Water Systems	1,070	6%

**TOTAL = 18,790 Acre-feet**



# GW Pumping, Total Use, and GW Storage Change and Cumulative Change (1988-2022)



## Many Factors Contributing to Most Cumulative Depletion of GW Storage since 1988:

- Very dry years (2020-2021)
- WY 2022: Most precipitation in Fall 2021 followed by very little precipitation rest of WY
- Prolonged drought
- Reduced recharge
- General increase in GW pumping since ~2014

# SGMA/GSP Sustainability Indicators



**Not Causing Undesirable Results:  
Means Avoiding Significant and Unreasonable ...**

**Lowering of  
GW Levels**

**Reduction of  
GW Storage**

**Seawater  
Intrusion**

**Water Quality  
Degradation**

**Land  
Subsidence**

**Depletion of  
Surface Water**

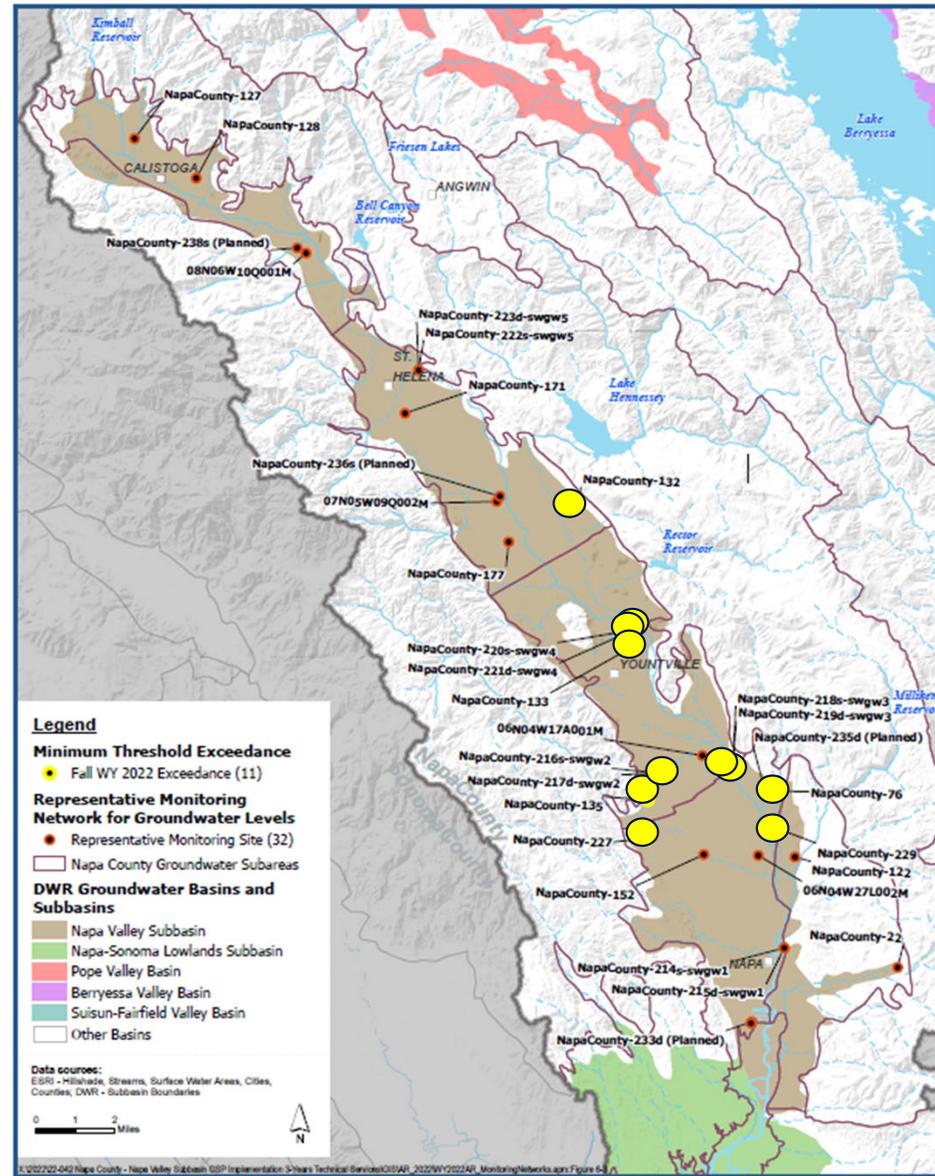
**Napa Valley Hydrogeologically  
Sensitive to this Indicator**

# RMS Groundwater Levels: Fall 2022

- 11 out of 24 RMS wells had MT exceedances
- 6 RMS of these wells have 3 consecutive Fall MT exceedances
  - No UR for GW levels

## Undesirable Result Definition for Chronic Lowering of GW Levels:

- 20% of designated RMS well levels fall below the MT in fall (October) for 3 consecutive years of fall measurements in **non-drought years**

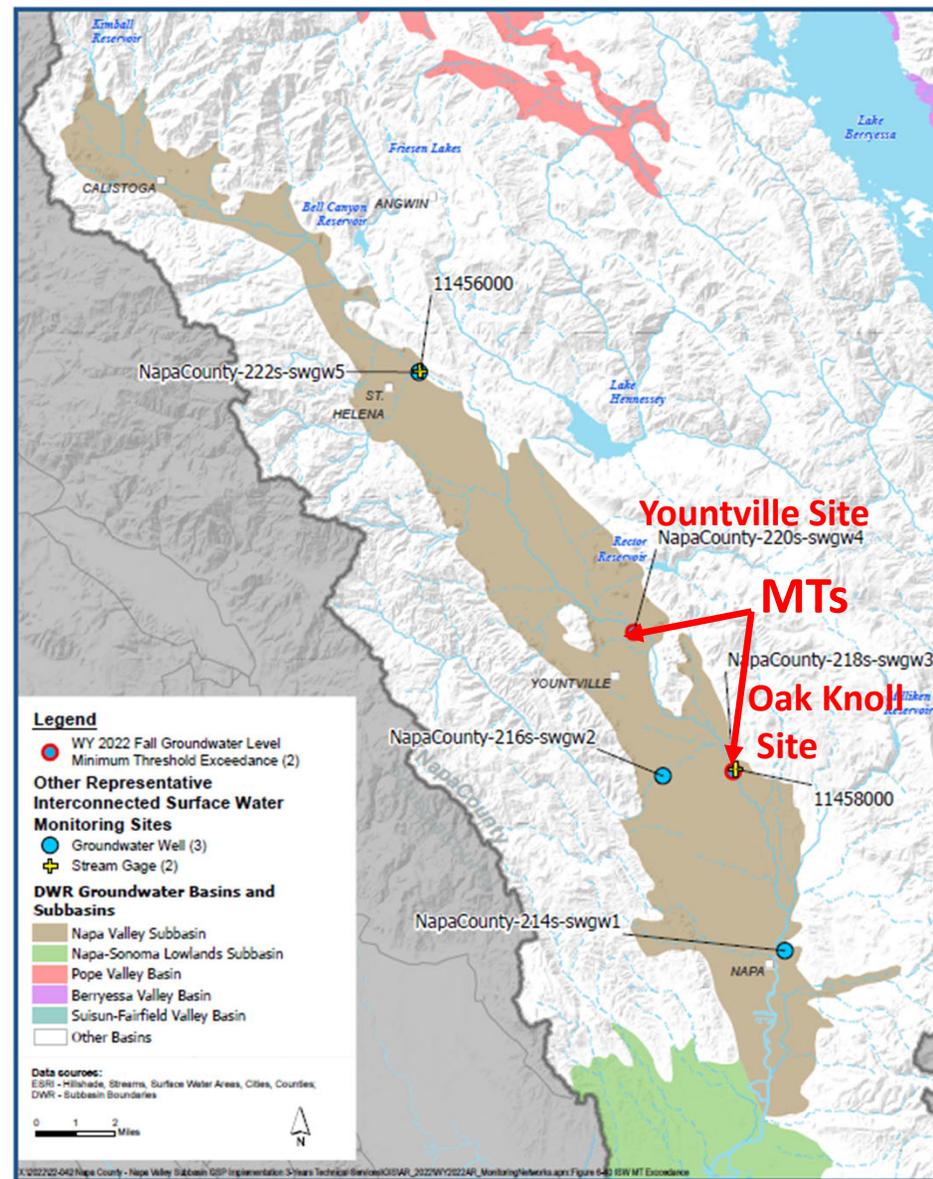


# Interconnected Surface Water (ISW): GW Levels and MTs

- 2 RMS/ISW wells with MT exceedances (*Yountville and Oak Knoll Sites*)
- 1 RMS/ISW well (out of 5 sites) had 3 consecutive Fall exceedances (*Yountville Site*)
  - **An UR has occurred**

## Undesirable Result Definition for ISW:

- 20% of designated RMS well levels fall below the MT in Fall (October) for 3 consecutive years of fall measurements



# Reduction of Groundwater Storage



## Minimum Threshold

Net GW extraction by pumping exceeding the sustainable yield for the Subbasin, where net GW extraction is the volume extracted less any volume of augmented recharge achieved by projects implemented in the Subbasin.

## Undesirable Result

Seven (7) year average annual net GW extraction in the Subbasin exceeds the sustainable yield.

➤ UR occurred since 7-year average exceeds the sustainable yield for the Subbasin.

**Sustainable Yield (Est.) =  
~15,000 AFY**

Year	Total Groundwater Extraction (AF)
2016	17,980
2017	14,640
2018	17,960
2019	14,340
2020	19,610
2021	22,840
2022	18,790
<b>7 Year Avg.</b>	<b>18,023</b>



# RMS Groundwater Levels: Response Action Required

- 1 RMS/ISW well (Yountville site) has 3 consecutive Fall MT exceedances
  - **UR has occurred for depletion of ISW; applies to any water year type**
- Avg. GW pumping over 7-year period exceeds Sustainable Yield
  - **UR occurred for Reduction in Groundwater Storage (WYs 2021 and 2022)**
- Subbasin must be sustainable at least by 2042
  - **Strive for resiliency long before**

Sustainability Indicator	WY 2021	WY 2022
	UR: Yes or No	UR: Yes or No
Chronic GW Lowering (CGWL)	No	No
Depletion of Interconnected Surface Water (ISW)	No	Yes
GW Quality Degradation	No	No
Reduction of GW Storage	Yes	Yes
Land Subsidence	No	No
Seawater Intrusion	No	Future evaluation

# WY 2022 Annual Report: Summary

- **Subbasin:** GW level declines in response to drought and lack of recharge
  - Some GW replenishment due to precipitation in Oct-Dec 2021
  - Still had GW level MT exceedances in WY 2022
    - UR: Interconnected Surface Water
    - UR: Reduction of GW Storage
- **MST:** Historical GW level declines moderated before recent drought years; now drought effects observed



## NAPA COUNTY GROUNDWATER SUSTAINABILITY ANNUAL REPORT - WATER YEAR 2022

March 2023





# Response Actions: Near-Term and Subsequent

## Very Near-Term



- Voluntary Drought Measures
- GSA: Subbasin
- County: Watershed/County
- Local: Cities/Communities
- Agricultural/Wineries

## Short Term



- Stormwater Resource
- Water Conservation
- Groundwater Pumping Reduction
- Interconnected Surface Water & GDEs

## Mid-Term



- ID Recharge Areas of Interest
- Explore Recharge Opportunities
- Implement Workplans
- GW Pumping Reduction Options

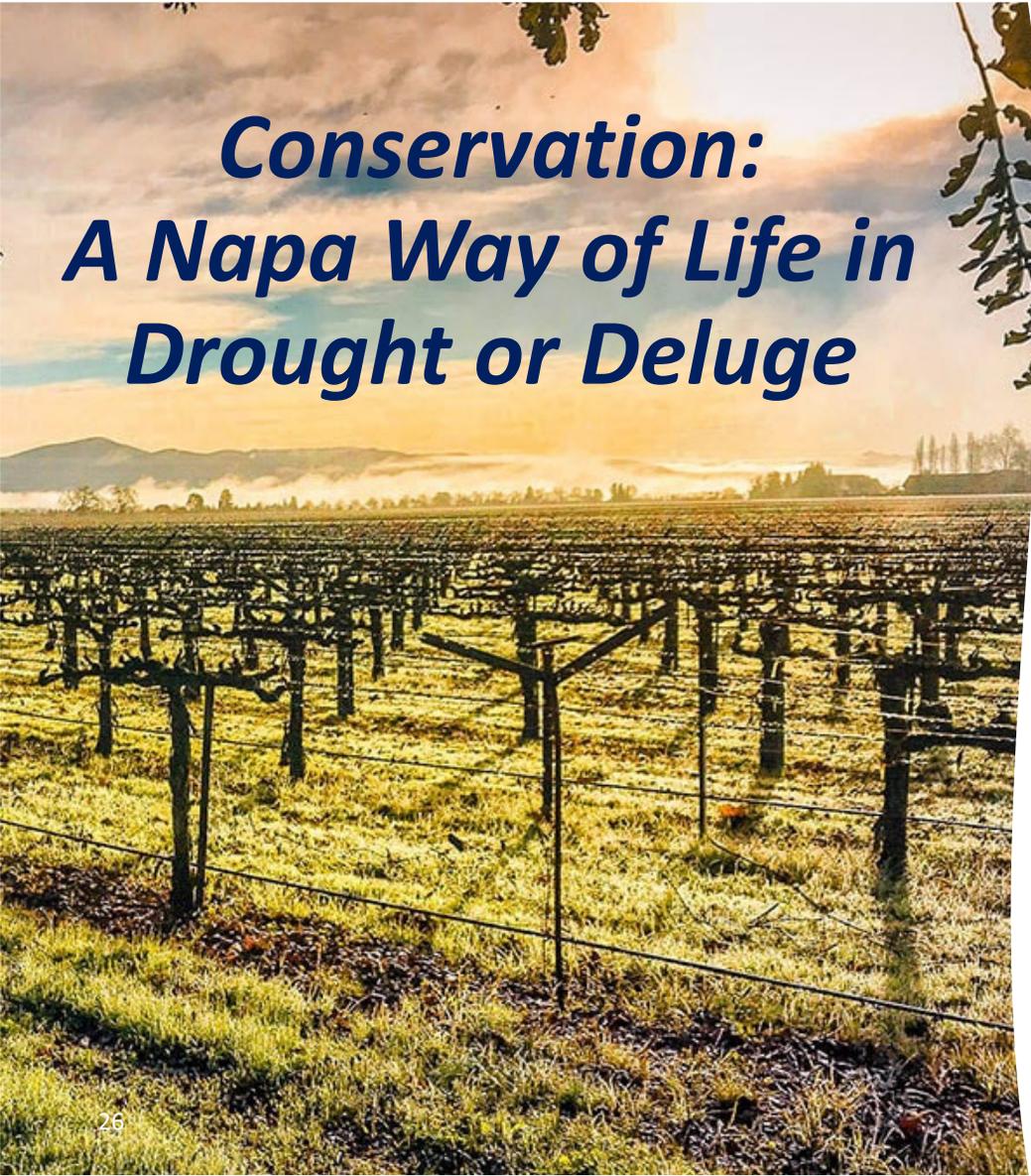
# GSP Implementation



- NCGSA Technical Advisory Group (Kick-Off August 2022)
- Annual Reports WY 2021 (April 2022) and WY 2022 (March 2023)
- Interconnected Surface Water and GDEs Workplan (Fall 2023)
- Napa County Vineyard and Winery Water Conservation Workplan (Summer 2023)
- Groundwater Pumping Reduction Workplan (Summer 2023)
- Stormwater Resource Plan (March 2023)
- Refining Water Use Data (ET: OpenET and Local Sensors; in Progress)
- MW Installation (4 Sites/8 MWs: January – April 2023)
- Other MW Sites (being Evaluated Spring 2023)
- RCD and Stream Watch Monitoring (in Progress)
- Evaluate Potential Recharge Areas and Feasibility (in Progress)
- Stakeholder Coordination and Outreach (Ongoing)
- Coordination with Napa County Drought and Water Shortage Efforts

*DWR Approved Napa Valley Subbasin GSP  
January 26, 2023*





# *Conservation: A Napa Way of Life in Drought or Deluge*



- Climate change and weather extremes more prevalent
- Napa Valley Subbasin responds to extremes:
  - Drought and lack of recharge affect the river system (**MORE OF THESE WATER YEARS**)
  - Wetter years provide groundwater replenishment (**MANY FEWER OF THESE**)
- Future water management requires building resiliency:
  - Expand water conservation by **ALL** sectors
  - Facilitate recharge & use of alternative water sources to help mitigate drought effects
  - Develop innovative tools & technologies to refine water management strategies & reduce groundwater pumping



# Thank You

**Vicki Kretsinger Grabert**  
Luhdorff & Scalmanini, C. E.  
[vkretsinger@lsce.com](mailto:vkretsinger@lsce.com)  
(530) 661-0109



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## Napa County Groundwater Sustainability Agency

**Jamison Crosby**, Natural Resources Conservation Manager  
Planning, Building, and Environmental  
Services Department  
1195 Third Street  
Suite 210  
Napa, CA 94559  
[jamison.crosby@countyofnapa.org](mailto:jamison.crosby@countyofnapa.org)



David Morrison, *Interim  
Executive Officer*  
Napa County Groundwater  
Sustainability Agency  
1195 Third Street  
Napa, CA 94559

Brian Bordona, *Interim Director*  
Planning, Building, and  
Environmental Services Department  
1195 Third Street  
Napa, CA 94559



# Napa County

## Board Agenda Letter

Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0453

**TO:** Board of Supervisors  
**FROM:** John Tuteur - Assessor-Recorder-County Clerk  
**REPORT BY:** John Tuteur - Assessor-Recorder-County Clerk  
**SUBJECT:** Assessor-Recorder-County Clerk ex officio Registrar of Voters requests adoption of a Resolution electing not to publish supporters and opponents of local measures on the actual ballot

### **RECOMMENDATION**

Assessor-Recorder-County Clerk ex officio Registrar of Voters requests adoption of a Resolution electing not to publish supporters and opponents of local measures on the actual ballot.

### **EXECUTIVE SUMMARY**

California Elections Code § 9170(d) allows a county board of supervisors to elect not to list supporters and opponents for county, city, district and school measures on the county ballot and future county ballots.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Not budgeted
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Adopting a resolution pursuant to California Elections Code § 9170(d) would benefit the County, municipalities, school districts and special districts by reducing the costs of ballot printing
Is the general fund affected?	Yes
Future fiscal impact:	Adopting a resolution pursuant to California Elections Code § 9170(d) would benefit the County, municipalities, school districts and special districts by reducing the costs of ballot printing for all future elections
Consequences if not approved:	Ballots with local measures would be more complicated, lengthy and costly.
County Strategic Plan pillar addressed:	Effective and Open Government

### **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.

**BACKGROUND AND DISCUSSION**

California Elections Code § 9170(d) allows a county board of supervisors to elect not to list supporters and opponents for county, city, district and school measures on the county ballot and future county ballots. Adopting a resolution pursuant to California Elections Code § 9170(d) would benefit the County and its voters by reducing the number of ballot cards and complexity of the ballot. Adopting a resolution pursuant to California Elections Code § 9170(d) would benefit the County, municipalities, school districts and special districts by reducing the costs of ballot printing.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, ELECTING NOT TO LIST SUPPORTERS AND  
OPPONENTS FOR COUNTY, CITY, DISTRICT AND SCHOOL  
MEASURES ON FUTURE COUNTY BALLOTS**

**WHEREAS**, California Elections Code Section 9170(d) allows a county board of supervisors to elect not to list supporters and opponents for county, city, district and school measures on the county ballot and future county ballots; and

**WHEREAS**, California Elections Code Section 9170(d) specifies that the Board shall make such election at least 30 days before the deadline for submitting arguments for or against county measures; and

**WHEREAS**, the next deadline for submitting arguments for or against county measures will be Friday December 15, 2023 which is more than 30 days from the date of adoption of this resolution; and

**WHEREAS**, adopting a resolution pursuant to California Elections Code Section 9170(d) would benefit the County and its voters by reducing the number of ballot cards and complexity of the ballot; and

**WHEREAS**, adopting a resolution pursuant to California Elections Code Section 9170(d) would benefit the County, municipalities, school districts and special districts by reducing the costs of ballot printing.

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors that pursuant to California Elections Code Section 9170(d) the Board elects not to list supporters and opponents for county, city, district and school measures on future county ballots.

///

**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 28th day of March, 2023, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_

ABSTAIN: SUPERVISORS \_\_\_\_\_

ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 BELIA RAMOS, Chair of the  
 Board of Supervisors

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: S. Darbinian          Deputy County Counsel</p> <p>Date: March 14, 2023</p>	<p>APPROVED BY THE NAPA          COUNTY          BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____          Deputy Clerk of the Board</p>	<p>ATTEST: Neha Hoskins          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0418

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**TO:** Board of Supervisors  
**FROM:** David Morrison - Interim County Executive Officer  
**REPORT BY:** Holly Dawson - Deputy County Executive Officer - Communications  
**SUBJECT:** Napa County's 2022 Annual Report

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### **RECOMMENDATION**

Interim County Executive Officer to present Napa County's 2022 Annual Report.

### **EXECUTIVE SUMMARY**

Deputy County Executive Officer - Communications to present the Napa County's 2021 Annual Report.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comment
3. No action required.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? No  
County Strategic Plan pillar addressed: Effective and Open Government

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: There is no environmental impact for this item.

### **BACKGROUND AND DISCUSSION**

Deputy County Executive Officer - Communications to present Napa County's 2022 Annual Report.

The report highlights and summarizes key activities across departments in 2022 and offers a look ahead to 2023.

# NAPA COUNTY Annual Report 2022



## 2022 Year in Review

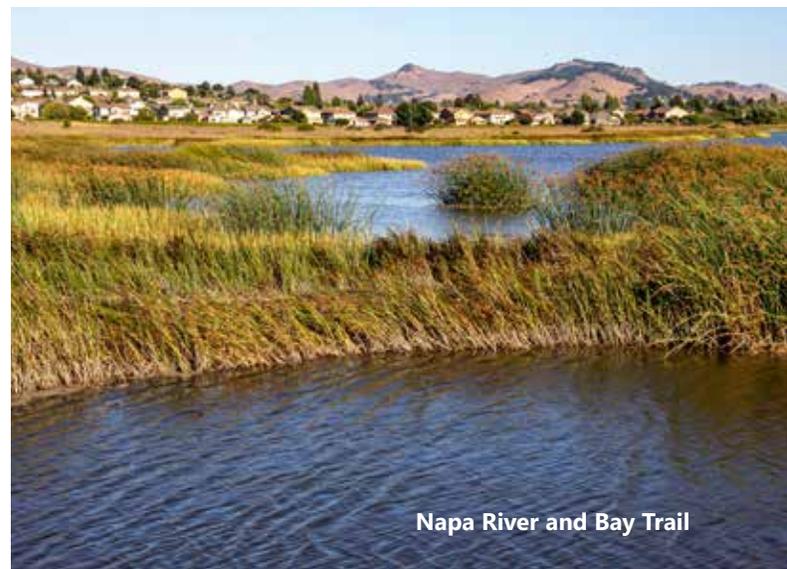
On behalf of the Napa County Board of Supervisors and county staff, we are pleased to present Napa County's 2022 Annual Report.

The county forged ahead completing major projects, developing strong partnerships, and finding new ways to engage the community with the many services and resources we offer. We stayed focused on our core commitments as we continued to address the county's evolving needs.

At the end of the year, we bade farewell to Supervisors Diane Dillon and Brad Wagenknecht, with their retirements in December. Together, the two served Napa County for a combined 44 years of service, leading the charge on important issues like securing funding for wildfire prevention and clean energy.

This report illustrates the work of our dedicated Board of Supervisors and staff to fulfill the county's mission of serving our community and supporting its well-being. From launching the new Mental Health Mobile Response Team and laying the groundwork for the Affordable Accessory Dwelling Unit Forgivable Loan Program to paving the most miles of road in a single year, Napa County accomplished so much in 2022.

We are so proud of all the hard work of those who have contributed to the year's success and will continue that momentum as we head into the new year. The collective result of their efforts is what makes Napa County such a great place to live, work, and visit.



Napa River and Bay Trail

Belia Ramos  
*Chair, Board of Supervisors*

David Morrison  
*Interim County Executive Officer*



Joelle Gallagher  
District One



Ryan Gregory  
District Two



Anne Cottrell  
District Three



Alfredo Pedroza  
District Four



Belia Ramos  
District Five

# Community Safety and Care

The safety of our community is a top priority, and that is why Napa County continues to make investments in public safety. In 2022, we awarded a construction contract for the new Napa County Replacement Detention Facility. This project will address a much-needed replacement for the existing downtown Napa jail, offering not only more beds, but more mental health and rehabilitation programs. This project is expected to be completed in March 2025.



Renderings of Napa County's Replacement Detention Facility courtesy of Lionakis Architects

Significant arrests were made in 2022, including that of a 26-year-old suspect for a series of burglaries in Napa County. With assistance from the Napa Special Investigations Bureau and Calistoga Police, detectives from the Napa County Sheriff's Office arrested the individual. The suspect was booked into the County Jail for five counts of residential burglary, violation of probation, felony in possession of a firearm and ammunition, and possession of stolen property.

Sheriff's deputies also saved lives. On June 17, deputies Brian Ringo and Joe Schiavoni saved a pregnant woman and her unborn child who had been struck by a boat propeller at Lake Berryessa. Sheriff Oscar Ortiz presented both deputies with the Sheriff's Office Life Saving Medal.



**Sheriff Ortiz shakes the hands of deputies Ringo and Schiavoni and awards them the Sheriff's Office Life Saving Medal.**

Furthering our commitment to public safety, the Napa County Probation Department completed a comprehensive strategic plan to drive the department into the future with modern, evidence-based rehabilitation and community safety efforts.

That commitment extended to those most vulnerable in our community, including children and animals. After an extensive application and site review process, the District Attorney's Office spearheaded the reaccreditation of the Courage Center of Napa, a nationally-accredited child advocacy center that provides a safe and friendly location for interviews and examinations for child victims of sexual and physical abuse. The DA's Office also prosecuted a case involving animal abuse, People v. Zachary Roberts, in which the defendant was convicted of two felony crimes of cruelty. Avery, one of the two dogs in the case, made a full recovery.



Survivor Avery poses alongside District Attorney Taryn Hunter, Co-founder of Ripple Effect Animal Project Deassa Binstock, and Napa Police Department Officer Tony Martignoni.



To create a more inviting space, the District Attorney’s Office redecorated the Victim/Witness Room in the Napa County Superior Criminal Courthouse. The room serves as a safe space for witnesses and child victims as they wait to testify.

Child Support Services collected and distributed over \$10 million in child support for Napa families. In addition, it reduced the debt of low-income parents paying support by \$500,000 through the Debt Reduction Program.

In 2022, the Public Defender:

- Continued work in record clearance to enhance employment opportunities for those no longer in the criminal justice system
- Partnered with courts and the County Mental Health department to implement Laura’s Law, a state law that allows for court-ordered assisted outpatient treatment

## 2022 Fur-ever Home Tracker

Dogs/puppies	235
Cats/kittens	492
Birds	27
Goats/sheep	4
Rabbits	41
Rodents/guinea pigs	13
<b>Total adoptions</b>	<b>812</b>



Sheriff Ortiz with three-year-old Rottweiler Diamond for the “Adopt With A Cop” campaign



# Fire Prevention and Emergency Preparedness

Creating effective defensible space has proven to help with fire prevention and that is why the Napa County Fire Department continued its fuel reduction efforts countywide. With the help of Napa Communities Firewise Foundation and other partnering organizations, the department accomplished the following:

- Conducted 42 strategic fuel reduction projects
- Treated 204 acres to reduce or remove fuel load
- Removed 65 miles of roadside vegetation
- Completed eight dozer line projects
- Chipped 55,446 cubic yards of trees

One project, the Soda Canyon Roadside Clearing Project, was instrumental during the Old Fire in May by providing egress for community members and ingress for first responders, while also serving as a space for fire containment.

In addition to rapid response by fire crews during vegetation fires in the county, the department also prioritized public education and community outreach through school visits, an Ag Pass community meeting, fire resilient messaging videos, and fuel reduction trainings.



Soda Canyon Roadside Clearing Project

Looking toward the future, Emergency Services secured funding for shelter support for displaced residents, surveillance trailers for big events, and new technologies like P25 compliant radios, which support critical tactical and emergency agency

communication. In addition, Emergency Services will use American Rescue Plan Act (ARPA) funding for a COVID after-action-review to be better prepared in the event of another pandemic.



**Governor Gavin Newsom visited Napa County Fire Station 25 and hosted a statewide 2022 fire season update press conference in which he applauded the successful containment of the Old Fire due to the hard work of Napa County firefighters and the Soda Canyon Roadside Clearing Project.**



**The Napa County Fire Department educates members of Napa Valley Grapegrowers on fuel reduction.**

# Maintaining and Building Our Infrastructure

Planning, designing, constructing, and maintaining Napa County's infrastructure are critical to the accessibility of our community. In 2022, the potential of the 80-year-old County Airport was realized and a new vision was brought to fruition. After a six-year effort, the county approved long-term agreements with two fixed-based operators, Atlantic Aviation and Skyservice US. The monumental project will bring an estimated \$130 million in long-term benefits to the county with the two operators each building a new terminal, a fuel farm, and other facilities in addition to improving hangars. The project is expected to be completed in 2026.

Flight activity at the airport continued to be robust with 57,000 operations. The airport welcomed JaM Cellars, 1AA, AutoFlight, Skyservice, and Napa Jet Center with new lease agreements. The Federal Aviation Administration's grant-funded Taxiway H Project wrapped up and a new project planning stormwater infrastructure began.

Construction continued on the new Carneros satellite fire station replacing the old station on Old Sonoma Highway. The station will double in size to accommodate two trucks. The new facility will total 1,850 square feet on a plot of land acquired



Renderings of Skyservice US and Atlantic Aviation

Napa County Airport

through a development agreement with Carneros Resort.

The county and the City of Calistoga reached an agreement in 2022 to transfer ownership of the Calistoga Fairgrounds to the city if voters finance its purchase.

The Board of Supervisors approved community investment of ARPA funds to improve Lake Berryessa water infrastructure, fund a City of American Canyon reclaimed water project, plan broadband projects, and provide community grants for child care infrastructure.



The new Carneros satellite fire station

In the spring, the board adopted a new Micro-Winery Ordinance that allows Napa Valley winegrape growers to produce and sell wine at their family farms. The adoption eases the process for applicants through zoning approval, thus eliminating the need for public hearings.



## Road Projects Snapshot

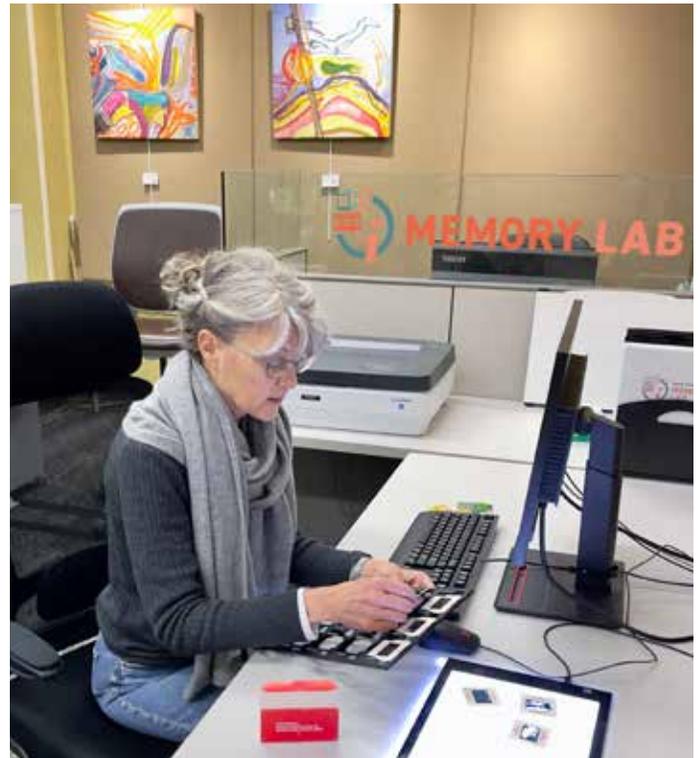
- **Rehabilitated 30 miles of road**
- **Paved 32 miles road in the unincorporated area – the most in a single year**
- **Repaired nine bridges**
- **Installed/replaced four miles of guardrail**

# Supporting the Health and Well-being of the Community

From public and mental health to child welfare services, Napa County's Health and Human Services Agency (HHS) continues to support the health and well-being of the community through collaboration with community partners. In February, the county launched the Mental Health Mobile Response Team (MRT) to provide community-based interventions for those experiencing a mental health crisis. The team is made up of licensed/registered mental health counselors and mental health workers ready to provide crisis intervention, de-escalation, and stabilization. Since the launch, MRT has responded to 324 calls.

In May, the county kicked off the Bringing Families Home (BFH) program, providing housing support to families receiving child welfare services who are also experiencing or at risk of homelessness. Here's what BFH has accomplished so far:

- Submitted 31 housing referrals
- Served 38 adults and 76 children



The new Napa County Library Memory Lab

Veterans Services filed 1,343 claims on behalf of veterans – a record for the county. This translated into over \$6.1 million in benefits for veterans and family members.

HHS also continued to create meaningful partnerships. Among them was teaming up with the County Library to enhance outreach, engagement, and access to mental health and other health and social services in the community. Two mental health clinicians are now co-located at the Napa and American Canyon libraries and HHS to support residents in need of mental health services, address food insecurity, and connect those experiencing homelessness with helpful resources.

In 2022, visitation to the county libraries doubled with a total of 230,000 visits. A new Memory Lab was created to allow patrons to digitize family memories, including documents, photos, and videos. The library continued in-person and remote programming, while regularly adding new books, games, and more for the community to enjoy.

## By the Numbers



### Child Welfare Services Adoption Program

- *Finalized 18 adoptions*



### In-home Support Services Program

- *Served 1,412 recipients*



### CalFresh Program

- *Over 7,800 individuals received benefits each month totaling over \$23 million in benefits*

# Housing Affordability

Housing affordability continues to present a growing challenge throughout the county, one we continually search for new ways to address. With the passage of the Affordable Accessory Dwelling Unit (ADU) Forgivable Loan Program, the Board of Supervisors has taken a major step forward

in developing additional affordable housing in the county. Launching in 2023, the program will offer forgivable construction loans for ADUs to homeowners on terms of renting those properties to households earning at or below 80 percent of the area median income.



Model ADU courtesy of the Napa Sonoma ADU Center

# Protecting and Promoting Our Agriculture

Agriculture is a significant part of Napa County's economy, and we remain committed to its protection and promotion. The county continues to work with partners like the Napa County Winegrape Pest & Disease Control District to remain proactive in addressing pests that are detrimental to wine grapes. In 2022, efforts were successful to reauthorize the Pest District for an additional five-year term.



From May through October, inspectors monitored the highly invasive Spotted Lanternfly using 20 insect traps strategically placed around the county. Napa is the first county in California to launch a trapping program for this pest.



Helping to educate our partners, the Agricultural Commissioner's Office conducted online and hybrid continuing education classes in English and Spanish.



In 2022, the Agricultural Commissioner's Office sponsored two no-cost ag chemical container recycling events for growers.

*Promoting fair competition and equity in the marketplace*

## Weights and Measures Inspections

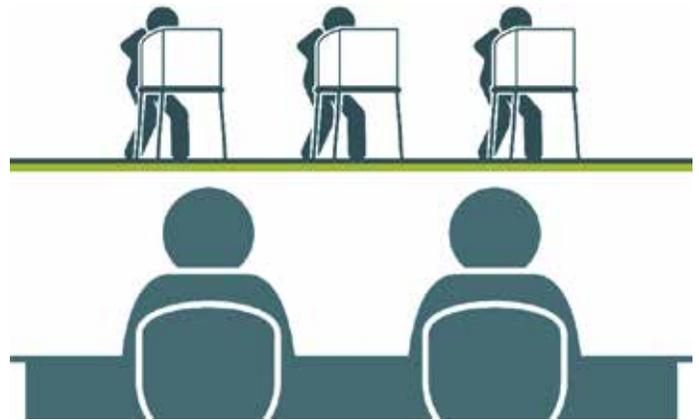
- Over 1,300 items for price accuracy in retail stores
- Over 1,100 fuel dispensers for accuracy
- Over 700 medium/heavy capacity scales to determine fair value of wine grapes



The University of California Cooperative Extension (UCCE) Napa 4-H Youth Development Program and the Boys & Girls Clubs of Napa Valley partnered to create 4-H Afterschool Clubs.

# Checks and Balances

Keeping the finances of Napa County in check is critical to the financial health of the community. For the 17th straight year, the county received the highest financial reporting award issued by the Government Finance Officer Association – the Award for Excellence in Financial Reporting for the 2020-2021 Annual Comprehensive Financial Report. This award represents a clean audit of the county’s finances after an extensive checklist ensuring our bookkeeping is in compliance with specific accounting standards. In other accolades, the Assessor Division completed a record-setting assessment roll of almost \$49 billion for the fourth-highest assessed value per capita of the state’s 58 counties.



Election officials are your trusted sources for election information. In 2022, the Napa County Election Division certified both elections in June and November, which saw turnouts 10 percent above the statewide average.

## About Napa County



Total  
Acres

**506,000**



Wine  
Acreage

**46,949**



Other Farming  
Acreage <sup>1</sup>

**65,328**



2022-2023  
Recommended  
Budget

**\$607,909,099**



County  
Residents <sup>2</sup>

**136,179**



Median  
Household  
Income <sup>3</sup>

**\$107,450**

<sup>1</sup> Fruits, vegetables, flowers, field crops, etc.

<sup>2</sup> Source: State Department of Finance

<sup>3</sup> For a family of three; Source: California Department of Housing and Community Development

# A Look Ahead to 2023

As we plan for the future, things are taking shape for a robust year. Napa County rang in the new year welcoming two new members to the Board of Supervisors, Joelle Gallagher and Anne Cottrell, a new county counsel, two new deputy county executive officers and a new public health officer. With the addition of these team members, the county is well positioned to continue to reach our goals, including creating a new Regional Climate

Action Plan, acquiring Skyline Wilderness Park, updating the Fire Services Master Plan, adopting the Housing Element, kicking off the update of the General Plan, and recruiting a permanent county executive officer. With the collaboration of the Board of Supervisors, county staff, partners and residents, and a renewed sense of commitment to our goals, we are in a strong position to achieve so much in the year ahead.



## Our Values

Respect

| Accountability

| Dedication

| Integrity

| Innovation

[countyofnapa.org](http://countyofnapa.org)



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0458

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**TO:** Board of Supervisors  
**FROM:** David Morrison - Interim County Executive Officer  
**REPORT BY:** Jon Gjestvang - Chief Information Officer  
**SUBJECT:** Presentation on Data Management

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### **RECOMMENDATION**

Chief Information Officer requests the following actions:

1. Receive a staff presentation of the significance of data management and provide direction to staff to implement a consistent process across the County; and
2. Request authorization to issue a Request for Proposal (RFP) to contract with a consultant to develop a platform to consistently collect, manage, and govern data.

### **EXECUTIVE SUMMARY**

County staff from Information Technology Services, Health and Human Services, Housing and Homeless Services, and Probation will present on data management and the benefits of coordinated services among these departments. These departments are considered Phase 1 of the data management project, with the long-term goal of including all County departments to promote effective and efficient models of coordinated service delivery across participating departments.

Staff recommends the Board authorize a Request for Proposal (RFP) to contract with a consultant to implement a platform to consistently collect, manage, and govern data that can be used across County departments.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Improve collection, management, analysis, and reporting of data.
Future fiscal impact:	Funds will be programmed in FY 2023-24 to commence implementation of this project.
Consequences if not approved:	Limit organization's ability to utilize data effectively.
County Strategic Plan pillar addressed:	Effective and Open Government

### **ENVIRONMENTAL IMPACT**

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

### **BACKGROUND AND DISCUSSION**

Data is one of Napa County's greatest assets. Integrating data from an ever-increasing number of sources is a complex task. Data in transactional systems is usually created for a specific purpose and rarely considers ways this data may need to be integrated with other data to answer critical business questions. This leads to inconsistencies in how data is represented and matched. Data management solves this problem by bringing consistency and business insight to the meaning of the data across many sources. To achieve the goal for enterprise data management, the County requests to 1) develop a County data strategy, 2) create a County data governance supporting the strategy and 3) implement an enterprise data management platform to support consistent data management across the County. This will guide all County departments and agencies with a formalized process to consistently collect, manage, govern, and use data.

Currently, the County's data challenges include data being siloed in various County systems, having a lack of consistent data elements across these systems, and having difficulties when trying to correlate data across multiple business systems. These challenges limit our sharing of information to residents, businesses, and other government agencies. However, moving to a data knowledgeable and data focused organization, the County will be able to use its data assets to provide timely information to residents, the community and other local government agencies.

To transition to a data minded organization, staff is proposing to develop a data strategy with an accompanying data governance, to provide organizational priorities into actionable data strategic goals and provide a tangible roadmap towards data management and data analytics capabilities. Staff is also proposing the search, purchase, and implementation of an enterprise data management system to help with the integration all source system data into one data platform and the correlation of the Countywide data to create cross-functional reporting, data dashboards and analytics.

As there are needs for improved information access across the organization, staff is proposing to implement this large project in phases, with Phase 1 to include the departments of Health and Human Services, Housing and Homeless Services, and Probation. This initial phase will include work around the following:

- California Community Assistance, Recovery and Care (CARE) Court, which is Governor Newsom's new plan to get Californians in crisis off the streets and into housing, treatment and care. This will require that counties track care for those who participate in this voluntary program and will involve Napa County's Probation, Health and Human Services and Housing and Homeless departments/divisions. CARE Court will be the priority for phase 1.
- In addition and beyond CARE Court, the Health and Human Services Agency will proceed with its efforts to provide a 360 view of clients across the internal and state systems used to manage programs.

Finally, staff is requesting authorization to issue an RFP to contract with a consultant to develop a platform to consistently collect, manage, and govern data.

# Enterprise Data Initiative

March 28, 2023



A Tradition of Stewardship  
A Commitment to Service

# Today's Discussion and Action



A Tradition of Stewardship  
A Commitment to Service

- Staff presentation of County data management
- Seek Board consideration and approval to issue an RFP for an enterprise data management system

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# Definitions



A Tradition of Stewardship  
A Commitment to Service

- Big data, data warehouses, data lakes
  - Different names, similar concept
  - Core data management process and system
- Data strategy and governance
  - Data strategy goals roadmap
  - Data engagement ground rules
- Enterprise Data Management System (EDMS)
  - Engine to extract, manage, and leverage data

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# County's Data Challenges



A Tradition of Stewardship  
A Commitment to Service

- Staff not well versed in all things data
- Data is not fully utilized
- Data is siloed in County applications
- Lack of data consistency across the organization prevents data correlation across departments
- PRA's and other data requests require an enormous amount of manual searching and preparation
- Inability to track residents across County services
- Data Rich / Information Poor

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# County's Data Opportunities



A Tradition of Stewardship  
A Commitment to Service

- Shift to a data appreciated and a data knowledgeable organization
- Move to proactive vs. reactive mode of utilizing data
- Seek innovative and comprehensive tools to unlock the full potential of the County's data assets
- Strong ability for County to tell its "stories"

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# Data Initiative Benefits



A Tradition of Stewardship  
A Commitment to Service

- Phase 1
  - Strategy and governance framework
  - Collaboration with HHSA, Probation and Housing and Homeless Services
- Beyond Phase 1
  - Probation reporting and analysis
  - Identify a person across system data sets
  - Providing information related to land / parcels / property
  - Providing all information regardless of format
  - Providing transparency and responding to resident and constituent requests

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# County's Data Plan



A Tradition of Stewardship  
A Commitment to Service

- Enterprise Strategy
  - Develop a Countywide data direction
- Enterprise Governance
  - Based on strategy, implement governance
- Enterprise Data Management System
  - Seek through an RFP a Countywide EDMS
- Strategy/governance and EDMS
  - Work concurrently on both

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# Moving forward



A Tradition of Stewardship  
A Commitment to Service

- Commitment to a Countywide data initiative
- Long term considerations
  - Staffing
  - Funding
  - Security
- Long term benefits
  - Improved delivery of services
- Transition to a data rich and information savvy county

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A Tradition of Stewardship  
A Commitment to Service

## Board Action today:

- Seek Board consideration and approval to issue a request for proposal (RFP) for an enterprise data management system

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A Tradition of Stewardship  
A Commitment to Service

# Questions and Comments

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# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 3/28/2023

**File ID #:** 23-0275

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**TO:** Board of Supervisors  
**FROM:** Robert G. Minahen - Treasurer and Tax Collector  
**REPORT BY:** Robert G. Minahen - Treasurer and Tax Collector  
**SUBJECT:** Delegation of Investment Authority to County Treasurer and Approval of the County Statement of Investment Policy

---

### **RECOMMENDATION**

Treasurer-Tax Collector requests the following actions regarding the Napa County Investment Pool:

1. Adoption of a Resolution renewing the delegation of investment/reinvestment authority to the Treasurer-Tax Collector for an additional one-year period beginning April 1, 2023, pursuant to California Government Code sections 53607 and 27000.1; and
2. Approval of the Napa County Statement of Investment Policy in accordance with California Government Code section 53646(a)(1).

### **EXECUTIVE SUMMARY**

#### Renew Delegation of Investment Authority

As a local agency, the County's Board of Supervisors is empowered by the California Legislature to make investment decisions on the County's behalf. However, the Board of Supervisors may delegate its fiduciary investment authority to the county treasurer pursuant to California Government Code sections 53607 and 27000.1.

The current annual delegation period will expire at the end of March. Therefore, the Treasurer-Tax Collector is requesting the Board of Supervisors adopt a resolution delegating its authority to invest/reinvest local agency surplus funds held in the Napa County Treasury to the Treasurer-Tax Collector for one year ending March 31, 2024.

#### Approve Napa County Statement of Investment Policy

The Napa County Investment Policy is presented annually to the Napa County Treasury Oversight Committee (TOC) for review and monitoring in accordance with California Government Code sections 27133 and 53646

(a)(1). On March 15, 2023, the TOC approved the updated Investment Policy, which includes the addition of Supranational Obligations to the list of permitted investments, but also restricts investments in certain specific industries to align with other County strategic positions or initiatives.

The Napa County Treasurer-Tax Collector recommends approval of the attached Statement of Investment Policy dated March 28, 2023.

### PROCEDURAL REQUIREMENTS

1. Staff reports.
2. Public comments.
3. Motion, second, discussion and vote on the item.

### FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Treasurer-Tax Collector is currently responsible for cash flow forecasting and surplus funds investment decisions, following Prudent Investor guidelines while prioritizing safety and liquidity before yield.
Is the general fund affected?	No
Consequences if not approved:	If delegation of authority is not approved, the Board of Supervisors would absorb fiduciary responsibilities under Government Code section 53600.3 for all investment/reinvestment of surplus funds decisions effective April 1, 2023.
County Strategic Plan pillar addressed:	Effective and Open Government

### ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: None

### BACKGROUND AND DISCUSSION

#### Renew Delegation of Investment Authority

The California Legislature has enacted a detailed statutory process for the deposit and investment of local agency surplus funds. Since the County is a local agency, the County's Board of Supervisors is empowered to make investment decisions on the County's behalf. However, the Board of Supervisors may delegate its investment authority to the county treasurer pursuant to California Government Code sections 53607 and 27000.1. If the delegation of investment/reinvestment authority occurs, the Treasurer-Tax Collector takes full responsibility for investments and reinvestments of local agency surplus funds until the Board of Supervisors either revokes its overall delegation of authority by ordinance, or decides not to renew the annual delegation.

Since the adoption of the ordinance in 1996, the Board of Supervisors' delegation of authority to the Treasurer-

Tax Collector to invest/reinvest has been renewed every year. The current annual delegation period will expire at the end of March. Therefore, the Treasurer-Tax Collector is requesting the Board of Supervisors adopt a resolution delegating its authority to invest/reinvest local agency surplus funds held in the Napa County Treasury to the Treasurer-Tax Collector for one year ending March 31, 2024.

### Approve Napa County Statement of Investment Policy

The Napa County Investment Policy is presented annually to the TOC for review and monitoring in accordance with California Government Code sections 27133 and 53646(a)(1), before presenting to the Board of Supervisors for formal approval. The policy before the Board includes two significant changes:

1. The addition of supranational debt as a permitted investment option. A supranational organization is formed by a group of countries through an international treaty with specific Environmental, Social or Governance (ESG) objectives. The most commonly recognized supranational debt is issued by the World Bank. Supranational issuers carry credit ratings that are equal to, or in most cases, superior to United States Treasury bonds. Supranational will provide a diversification option during times of constricting monetary policy. Supranational are identified as allowable investment instruments for local governments under Government Code section 53601(q) which limits holdings to a maximum maturity of five (5) years and issuances must carry an "AA" rating category, or its equivalent, or better. The proposed policy addition also restricts holdings to a maximum of 10% of the portfolio balance at the time of purchase.
2. The prohibition of purchasing corporate bonds from industries that fail to align with strategic positions and/or initiatives approved by the Board of Supervisors. The negative screening included in the policy specifically identifies and prohibits purchasing bonds from corporations that:
  - a. extract, produce or refine fossil fuels;
  - b. support the production of firearms or ammunition; or
  - c. derive more than 15% of their total revenue from tobacco or tobacco-related products.

The investment pool is currently holding one bond, representing 0.66% of the portfolio, that would be in violation of the added exclusions. The bond holds a below market rate of interest and selling the bond in the current market would result in a realized loss. The recommended action will allow this bond to be held to maturity (March 1, 2026) or until the interest rate market changes enough to sell the bond at breakeven or better.

The Napa County Treasurer-Tax Collector recommends approval of the attached Statement of Investment Policy dated April 4, 2023.

**RESOLUTION NO. 2023-\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS  
RENEWING THE DELEGATION OF AUTHORITY TO THE NAPA  
COUNTY TREASURER-TAX COLLECTOR TO INVEST AND/OR RE-  
INVEST FUNDS HELD IN THE COUNTY TREASURY**

**WHEREAS**, in 1996, the Board of Supervisors approved Ordinance 1103, delegating to the Napa County Treasurer Tax-Collector the authority to invest or re-invest County funds in the County Treasury pursuant to Government Code section 27000.1; and

**WHEREAS**, pursuant to Government Code section 53607, if the Board of Supervisors wishes to continue to delegate its investment authority to the County Treasurer Tax-Collector, it must renew its delegation authority each year; and

**WHEREAS**, from 1998-2022, the Board has adopted Resolution Nos. 98-43, 99-29, 00-36, 01-35, 02-62, 03-65, 04-39, 05-51, 06-59, 07-46, 08-50, 09-28, 10-30, 11-10, 12-30, 13-21, 14-25, 2015-39, 2016-28, 2017-56, 2018-34, 2019-39, 2020-37, 2021-31, and 2022-34 to renew this delegation of its investment authority to the Napa County Treasurer Tax-Collector.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Napa County Board of Supervisors hereby expressly delegates to the Napa County Treasurer-Tax Collector the authority to invest and/or re-invest the funds of Napa County and the funds of other depositors in the County Treasury as permitted by Napa County's Investment Policy which may be amended from time to time.
2. This delegation of authority shall be effective April 1, 2023 and shall continue in effect for a one-year period from said date.

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**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board  
 held on the 28th day of March, 2023, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_  
 NOES: SUPERVISORS \_\_\_\_\_  
 ABSTAIN: SUPERVISORS \_\_\_\_\_  
 ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of  
 the State of California

By: \_\_\_\_\_  
 BELIA RAMOS, Chair of the  
 Board of Supervisors

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u>          Deputy County Counsel</p> <p>Date: <u>March 6, 2023</u>          [PL No. 87782]</p>	<p>APPROVED BY THE NAPA COUNTY          BOARD OF SUPERVISORS</p> <p>Date: _____          Processed By: _____          _____          Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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A Tradition of Stewardship  
A Commitment to Service

**NAPA COUNTY**  
**STATEMENT OF INVESTMENT POLICY**  
**EFFECTIVE MARCH 28, 2023**

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## NAPA COUNTY STATEMENT OF INVESTMENT POLICY

In accordance with the California Government Code and under the authority delegated to the County Treasurer-Tax Collector (Treasurer) by the Board of Supervisors, the following sets forth the investment policy of the County of Napa.

### 1. POLICY

It is the policy of Napa County to invest all public funds held within its pooled investment fund in a manner which will provide the highest reasonable investment return within the boundaries of maximum security and safety of principal while meeting the daily cash flow demands of all pool participants and conforming to all state and local statutes governing the investment of public funds.

### 2. SCOPE

This investment policy applies to all financial assets held in the Pooled Investment Fund of the County Treasury. These funds include, but are not limited to the following fund types:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Trust and Agency Funds
- School Funds
- Internal Service Funds
- Debt Service Funds
- Special District Funds

### 3. STANDARDS OF CARE

The County Treasurer is considered the Trustee of the Pooled Investment Fund and, therefore, a fiduciary subject to the “prudent investor” standard, which states that:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

The County Treasurer, the Assistant Treasurer, and the members of the Pooled Investment Oversight Committee shall refrain from all personal business activity that could conflict with the management of the investment program, or that could impair their ability to make impartial

investment decisions. All individuals involved will be required to report all gifts and income in accordance with California State law. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the County Treasurer shall act with the care, skill, prudence and diligence to meet the aims of the investment objectives listed in the "Policy".

#### 4. INVESTMENT OBJECTIVES

All funds on deposit with the County Treasurer shall be invested in accordance with the objectives set out by California Government Code Sections 27000.5 and 53600.5 to ensure:

- A. **Safety:** The preservation of capital is the primary objective of the investment program. Each transaction shall seek to ensure that capital losses are avoided, whether they are from securities default or erosion of market value.
- B. **Liquidity:** Secondly, the Pooled Investment Fund should remain sufficiently liquid and flexible to ensure the County Treasurer meets all operating requirements which may be reasonably anticipated in any depositor's funds.
- C. **Yield:** Thirdly, the investment portfolio should be designed with the objective of attaining a reasonable rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of Napa County's portfolio.

#### 5. PARTICIPANTS

- A. **Statutory Participants** are those government agencies within the County of Napa for which the Napa County Treasurer is statutorily designated as the Custodian of Funds.
- B. **Voluntary Participants** are other local agencies that may participate in the Pooled Investment Fund, such as Special Districts and Cities, for which the Treasurer is not the statutorily designated Custodian of Funds. Such participation is subject to the consent of the County Treasurer and subject to California Government Code Section 53684. Voluntary Participants must authorize in writing the Napa County Pooled Investment Fund as an investment and must accept the County of Napa's Statement of Investment Policy.

## 6. DELEGATION OF AUTHORITY

In accordance with California Government Code Sections 27000.1 and 53607, and Napa County Ordinance No. 1103, and in conjunction with its annual adoption of the Investment Policy, the Napa County Board of Supervisors has delegated investment responsibility for the Napa County Pooled Investment Fund to the Treasurer. Such delegation remains in effect until the Board of Supervisors either revokes its delegation of authority by ordinance, or decides not to renew the annual delegation.

The responsibility to execute investment transactions may be further delegated to the Assistant Treasurer-Tax Collector under the direction of the Treasurer.

## 7. PERMITTED INVESTMENTS AND LIMITS

The investment of money on deposit in the Treasury is limited to those investments specified by California Government Code Sections 53601, et seq.; 53635, et seq.; and 16429.1. As the California Government Code is amended, this Policy shall likewise become amended. The Treasurer may place further restrictions upon the types of investments for which money on deposit in the Treasury may be invested. Permitted investments and investment parameters for the Pooled Investment Fund are:

A. **U.S. Treasury Obligations** -United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

- |    |                               |             |
|----|-------------------------------|-------------|
| 1. | Maximum maturity:             | 5 years     |
| 2. | Maximum % of portfolio:       | not limited |
| 3. | Maximum par value per issuer: | none        |
| 4. | Credit:                       | N/A         |

B. **U.S. Agency Obligations** - Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises.

- |    |                               |             |
|----|-------------------------------|-------------|
| 1. | Maximum maturity:             | 5 years     |
| 2. | Maximum % of portfolio:       | not limited |
| 3. | Maximum par value per issuer: | none        |
| 4. | Credit:                       | N/A         |

**C. Bankers' Acceptances (BA) - (Domestic and Foreign)** – Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank.

1. Maximum maturity: 180 days
2. Maximum % of portfolio: 40%
3. Maximum par value per issuer: 30%
4. Credit: "Prime" quality domestic and foreign Commercial banks

**D. Negotiable Certificates of Deposit (CDs)** – Negotiable certificates of deposit issued by a nationally or state chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank, including CDs that use a private sector entity that assists in the placement thereof, as allowed by Government Code Sections 53601(i), 53601.8, and 53635.8.

1. Maximum maturity: 5 years
2. Maximum % of portfolio: 30%
3. Maximum par value per issuer: N/A
4. Credit: Must be issued by a nationally or state-chartered bank or a savings association or federal association or a state or federal credit union or by a state-licensed branch of a foreign bank, subject to the conflict of interest provision described in the Government Code Section 53601(i).

**E. Medium Term Notes** – all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

1. Maximum maturity: 5 years
2. Maximum % of portfolio: 30%
3. Maximum par value per issuer: N/A
4. Credit: "A" rated or better by Moody's, S&P or Fitch and issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

**F. Repurchase Agreements (Repo)** – Purchase of securities pursuant to an agreement by which the counter-party seller will repurchase the securities on or before a specified date and for a specified amount.

1. Maximum maturity: 1 year
2. Maximum % of portfolio: none
3. Maximum par value per issuer: N/A
4. Credit: Counterparties will be limited to (i) primary government securities dealers who report daily to the Federal Reserve Bank of New York, or (ii) banks, savings and loan associations or diversified securities broker-dealers subject to regulation of capital standards by any State or Federal regulatory agency. A master repurchase agreement must be in place with the bank or dealer.
5. Collateralization: Collateral for repurchase agreements shall have a market value of at least 102% of the amount invested. Term repos must be marked to market on a regular basis, no less than quarterly. Collateral for term repos must be delivered to the county's custodial agent for safekeeping.

**G. State of California Obligations** – Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

1. Maximum maturity: 5 years
2. Maximum % of portfolio: not limited
3. Maximum par value per issuer: N/A
4. Credit: "A" rated or better by Moody's, S&P or Fitch

**H. California Local Agency Obligations** - Bonds, notes, warrants or other evidence of indebtedness of any local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

1. Maximum maturity: 5 years
2. Maximum % of portfolio: not limited
3. Maximum par value per issuer: N/A
4. Credit: "A" rated or better by Moody's, S&P or Fitch

### I. California State Local Agency Investment Pool (LAIF)

- |    |                         |   |
|----|-------------------------|---|
| 1. | Maximum maturity:       | N/A   |
| 2. | Maximum % of portfolio: | N/A   |
| 3. | Maximum par value:      | Dollar limit set by the state (the current limit is \$75,000,000 per account) |
| 4. | Credit:                 | N/A   |

J. **Money Market and Mutual Funds** - Mutual funds that invest in the securities and obligations as authorized by subdivisions (a) to (I) within this investment policy, inclusive, and that comply with the investment restrictions of Section 53630 of the Government Code and money market mutual funds that follow regulations specified by the SEC under the Investment Company Act of 1940 (15 U.S.C Sec 80a-1, et seq.). The purchase price of shares shall not include any commission that the fund manager may charge.

- |    |                               |   |
|----|-------------------------------|---|
| 1. | Maximum maturity:             | 5 years   |
| 2. | Maximum % of portfolio:       | 20%   |
| 3. | Maximum par value per issuer: | 10%   |
| 4. | Credit:                       | Both mutual and money market mutual funds require that they have attained the highest ranking or the highest letter and numerical rating provided by not less than two Nationally Recognized Statistical Rating Organizations (NRSROs). In addition, they have retained an investment advisor registered or exempt from registration with the SEC with not less than five years' experience managing their specific category of fund and have assets under management in excess of \$500,000,000. |

K. **Supranational Obligations** – U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by any of the supranational institutions such as International Bank of Reconstructions and Development (IBRD), the International Finance Corporation (IFC), and the Inter-American Development Bank (IADB). Eligible for purchase and sale within the United States.

- |    |                               |   |
|----|-------------------------------|---|
| 1. | Maximum maturity:             | 5 years                                       |
| 2. | Maximum % of portfolio:       | 10%   |
| 3. | Maximum par value per issuer: | none  |
| 4. | Credit:                       | "AA" rated or better by Moody's, S&P or Fitch |

Whenever a maximum allowable percentage of the portfolio is stated for any type of security as detailed above, the maximum allowable limits are applicable at the time of security purchase unless otherwise noted.

## **8. COMPETITIVE TRANSACTIONS**

On all instruments purchased on the secondary market, the Treasurer shall obtain competitive bid information from at least two separate brokers and/or financial institutions or through the use of a nationally recognized trading platform.

## **9. SAFEKEEPING AND CUSTODY**

All trades of marketable securities will be executed on a delivery vs. payment (DVP) basis, and held by the third-party custodian designated by the Treasurer. Non-marketable securities, such as non-negotiable C/D's and notes of local agencies, may be held in the Treasurer's safe.

## **10. BROKERS AND FINANCIAL INSTITUTIONS**

A list will be maintained of approved broker/dealers and financial institutions authorized to provide investment services to the Napa County Pooled Investment Fund.

Approved security broker/dealers will be selected by conducting a process of due diligence. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

The Treasurer shall determine which financial institutions are authorized to provide investment services to the Napa County Pooled Investment Fund. Institutions eligible to transact investment business include:

- Primary government dealers as designated by the Federal Reserve Bank;
- Nationally or state-chartered banks;
- The Federal Reserve Bank;
- Direct issuers of securities eligible for purchase.

Selection of broker/dealers and financial institutions authorized to engage in transactions with the Napa County Pooled Investment Fund shall be at the sole discretion of the Treasurer. The Treasurer will monitor the financial condition, certification, and registration of approved firms and employees on an annual basis.

In accordance with California Government Code Section 27133(c), any broker, brokerage, dealer, or securities firm that has exceeded the political contribution limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, within any consecutive 48-month period, to the

County Treasurer or any member of the governing board of the local agency or any candidate for those offices, is disqualified for selection.

## 11. HONORARIA, GIFTS AND GRATUITIES

With respect to honoraria, gifts and gratuities, the County Treasurer, the Assistant Treasurer, and any member of the Oversight Committee are subject to California law and the limits set forth by the California Fair Political Practices Commission. The County Treasurer, the Assistant Treasurer, and each member of the Oversight Committee, shall file an annual Statement of Economic Interests (CA Form 700) with the Elections Division of the Napa County Assessor-Clerk-Recorder's Office.

## 12. WITHDRAWALS

A. For **Statutory Participants**, the County Treasurer will honor all requests to withdraw funds for normal cash flow purposes that are approved by the Napa County Auditor-Controller at a one-dollar net asset value. Pursuant to California Government Code Section 27136, any Statutory Participant that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool shall submit a written request for withdrawal to the County Treasurer for approval. When determining whether to approve the withdrawal request, the County Treasurer will consider any adverse effects such a withdrawal would have on the Pooled Investment Fund, its yield or its participants. The County Treasurer will also assess the effect of the proposed withdrawal on the stability and predictability of the investments in the County treasury. Any withdrawal for such purposes may be paid based upon the market value of the Pooled Investment Fund as of the date of withdrawal.

B. For **Voluntary Participants**, where the County Treasurer is not the statutorily designated Custodian of Funds and their Board of Directors has adopted the Napa County Investment Policy, any withdrawal request shall be submitted in writing to the County Treasurer, who will determine the timing of the payout (normally within 48 hours), in order to mitigate any adverse effects such a withdrawal would have on the Pooled Investment Fund, its yield or its participants. Withdrawals may be paid based upon the market value of the Pooled Investment Fund as of the date of the withdrawal. Withdrawals will generally be limited to once per week and will be paid by wire transfer. The withdrawing entity will be billed for any wire transfer(s) initiated on its behalf.

### **13. SPECIAL INVESTMENTS**

Napa County operates a Pooled Investment Portfolio. All monies from all units of government, schools, agencies, and districts deposited into the treasury are combined into one pool. The purpose of the combined pool is to increase the participants' liquidity and not limit them to specific investments. This pool is invested as a unit based on a calculated combined cash flow of all the participants. No exceptions to the combined pool are allowed and no special investment is permitted for any agency.

### **14. APPORTIONMENT OF INTEREST AND COSTS**

Interest shall be apportioned to all pool participants quarterly based upon the ratio of the average daily balance of each individual fund to the average daily balance of all funds in the investment pool. The amount of interest apportioned shall be determined using the cash method of accounting whereby interest will be apportioned for the quarter in which it was actually received. The Treasurer shall deduct from the gross interest received those administrative costs related to investing, depositing or handling of funds and of distribution of such interest or income, including salaries and other compensation, banking costs, equipment purchased, supplies, costs of information services, audits, Oversight Committee costs and any other costs as provided by Government Code Section 27013. Such cost reimbursement shall be paid into the County's general fund.

### **15. INTERNAL CONTROLS**

Internal control procedures shall be established and maintained by the Treasurer that provide reasonable assurance that the investment objectives are met and to ensure that the assets are protected from loss, theft, misuse, or mismanagement. The internal controls shall be reviewed as part of the regular annual independent audit. The controls and procedures shall be designed to prevent employee error, misrepresentations by third parties, and imprudent or illegal actions by employees or officers of the County.

### **16. REPORTING**

The Napa County Treasurer will provide the following:

Monthly, an investment report to the Treasury Oversight Committee, the Board of Supervisors, and any participating agency making such a request in writing. The report shall include all of the elements as required by California Government Code Section 53646(b).

Annually, a statement of investment policy to the Board of Supervisors for approval; and to the Treasury Oversight Committee or any participating agency (making such a request in writing) for review and monitoring.

## 17. SOCIAL ISSUES/RESPONSIBILITY

Issues of public social concern and benefit will be evaluated on a case by case basis. While consideration will be given to various social concerns, transactions must meet the Policy objectives of safety, liquidity, and yield when compared to investments permitted by state law.

Direct investment of funds is restricted as follows:

- A. No new investments shall be made in fossil fuel companies as defined as the 200 largest publicly traded fossil fuel companies, as established by carbon content in the companies' proven oil, gas, and coal reserves.
- B. No new investments shall be made in companies engaged in the manufacture of civilian firearms or ammunition.
- C. No new investments shall be made in corporations that derive more than 15% of their total revenue from tobacco or tobacco-related products.
- D. Current holdings inconsistent with A-C shall be divested by January 1, 2028.

Any decision to conduct financial transactions with an entity shall be made exercising the care, skill, prudence and diligence under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs.

FINAL NOTE: All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

## 18. GLOSSARY OF SELECTED INVESTMENT TERMINOLOGY

**AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.

**ASKED:** The price at which securities are offered.

**BANKERS' ACCEPTANCE (BA):** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**BID:** The price offered by a buyer of securities (when you are selling securities, you ask for a bid).

**BROKER:** A person or firm that acts as an intermediary by purchasing and selling securities for others rather than for its own account.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

**COLLATERAL:** Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COLLATERALIZATION:** Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**FEDERAL CREDIT AGENCIES:** Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, *e.g.* S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. GNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. GNMA's securities are also highly liquid and are widely accepted. GNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR Ginnie Mae):** Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA, or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**LOCAL GOVERNMENT INVESTMENT POOL (LGIP):** The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold at a particular point in time.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase/reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer/lender to liquidate the underlying securities in the event of default by the seller/borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**OFFER:** The price asked by a seller of securities. (When you are buying securities you ask for an offer.)

**PORTFOLIO:** Collection of securities held by an investor.

**PRUDENT PERSON RULE or PRUDENT INVESTOR STANDARD:** A standard of conduct where a person acts with care, skill, prudence, and diligence when investing, re-investing, purchasing, acquiring, exchanging, selling, and managing funds. The test of whether the standard is being met is if a prudent person acting in such a situation would engage in similar conduct to ensure that investments safeguard principal and maintain liquidity.

**REPURCHASE AGREEMENT (REPO):** An agreement of one party (for example, a financial institution) to sell securities to a second party (such as a local agency) and simultaneous agreement by the first party to repurchase the securities at a specified price from the second party on demand or at a specified date.

**REVERSE REPURCHASE AGREEMENT:** The mirror of a repurchase agreement. An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES & EXCHANGE COMMISSION (SEC):** Agency created by Congress to protect investors in securities transaction by administering securities legislation.

**SEC RULE 15C3-1:** See Uniform Net Capital Rule.

**STRUCTURED NOTES:** Notes issued by Government Sponsored Enterprises (FHLB, GNMA, SLMA, etc.) and Corporations, which have imbedded options (*e.g.*, call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options, and shifts in the shape of the yield curve.

**SUPRANATIONAL OBLIGATIONS:** Bonds issued by two or more central governments to achieve a shared goal, which is often sustainable in nature and aligned to the United Nations 17 Sustainable Development Goals. Bonds have imbedded options (*e.g.*, discount notes, call features, step-up coupons, floating rate coupons). Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options, and shifts in the shape of the yield curve.

**TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**TREASURY BONDS:** Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

**TREASURY NOTES:** Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

**UNIFORM NET CAPITAL RULE:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**YIELD:** The current rate of return on an investment security generally expressed as a percentage of the securities current price.